

AGENDA

7:30 p.m. Wednesday, December 7, 2011

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular minutes from November 9, 2011.

P-1 Proclamation to Honor Joshua Manning. Joshua distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. (previously presented) (Chila)

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion)

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
DEPUTY DIRECTOR W. WALLACE**

A-1 RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO DISCUSS THE STATUS OF PENDING LITIGATION CAPTIONED KENNETH WARFIELD v. GLOUCESTER COUNTY, C.P. NO. 2004-26802, AND MALESSIA LACY v. GC DEPT. OF CORRECTIONAL SERVICES, ET AL., DOCKET NO. GLO-L-1142-11. The general nature of the subject to be discussed at the closed meeting of December 7, 2011, shall be the possible settlement of the Workers' Compensation claim captioned Kenneth Warfield v. Gloucester County, Claim Petition number 2004-26802, and litigation entitled Malessia Lacy v. GC Department of Correctional Services, et al., Docket no. GLO- L-1142-11.

A-2 RESOLUTION AUTHORIZING MEMORANDUM OF AGREEMENT WITH THE NEW JERSEY PINELANDS COMMISSION PURSUANT TO N.J.A.C. 7:50-4.52(c)1. This resolution will authorize the County to enter into a Memorandum of Agreement with the New Jersey Pinelands Commission in accordance with N.J.A.C. 7:50-4.52(c)1, The Pinelands Comprehensive Management Plan, which provides that a local public agency (county or municipal government) may carry out specified development without securing individual development approval from the Commission. The Memorandum of Agreement will facilitate the review of certain classes of local public agency development applications for development within the pinelands area that may be undertaken and approved by the County.

A-3 RESOLUTION SUPPORTING THE NEW JERSEY DIVISION OF FIRE SAFETY. Resolution supporting the NJ Division of Fire Safety and asking that the Governor and Legislature keep the Division in its present form. It further asks that they be directed to suspend any actions anticipated or in process that would result in the elimination, dissection, division or transferring of any functions of the Division of Fire Safety.

A-4 RESOLUTION AUTHORIZING 2011 BUDGET TRANSFERS WITHIN THE COUNTY OF GLOUCESTER. This resolution is needed to transfer funds from one department to another where needed to pay outstanding bills.

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS****FREEHOLDER SIMMONS
FREEHOLDER CHILA**

B-1 RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT INCREASING THE TOTAL PY 2011 CONTRACT AMOUNT BY \$50,000. The New Jersey Department of Labor and Workforce Development has forwarded additional funds for Program Year 2011 (7/1/11 thru 6/30/12) to the Gloucester County Workforce Investment Board. These state dollars are in the form of Work First New Jersey funds in the amount of \$50,000. They are dedicated for Needs Based Work Supports for the Work First NJ population, individuals who receive public assistance in the form of TANF, GA and/or Food Stamps. Needs Based Work Supports include appropriate clothing for work, gasoline cards, car maintenance, bus passes and toiletry kits for the homeless. Each supportive service has an eligibility requirement and maximum amount allowable attached to it. A portion of these funds will also be used to support several on-going JARC transportation services to low-income residents of Gloucester County. The original NJLWD Workforce Development Area Contract for Program Year 2011 is being modified to reflect these additional monies. The grant period shall be reflected as July 1, 2011 through June 30, 2012. The total funding for our County in PY 2011 is \$3,636,705. These monies will allow the County to serve eligible County residents in the arena of employment and training. This contract formally accepts these monies into the County.

B-2 RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE U.S. DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT FOR THE HOUSING PRESERVATION GRANT IN THE AMOUNT OF \$50,000.00. The County of Gloucester is requesting Freeholder Director Robert Damming to execute an Agreement between the County of Gloucester and the U.S. Department of Agriculture, Rural Development for the Housing Preservation Grant in the amount of \$50,000.00. The Housing Preservation Grant will provide low income residents with Owner occupied Rehabilitation and emergency repairs to their homes, if they qualify and live in eligible Municipalities throughout Gloucester County.

B-3 RESOLUTION AUTHORIZING A FLASHING SIGNAL AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE TOWNSHIP OF WOOLWICH. The Resolution will authorize County participation in a standard Flashing (Traffic) Signal Agreement, which was prepared by the Office of the County Engineer, for the installation of a new traffic signal flashing beacon at the intersection of Auburn Road, County Route 551 and Oldmans Creek Road, County Route 602, in the Township of Woolwich. The County Engineer determined the character, type, location and operation of the flashing signal in accordance with R.S.39:4-120 and associated statutes, and has prepared and approved the appropriate engineering drawings and specifications for the installation of the proposed flashing signal. The purpose of the flashing beacon's installation and operation is to minimize the number and severity of traffic accidents, and to expedite the safe movement of traffic. The purpose of the agreement is to provide for participation of the Township and the County in the cost of design, installation, inspection, maintenance, operation and enforcement of the flashing signal beacon. The traffic signal agreement stipulates that the Township of Woolwich will reimburse the County 25% of the construction costs associated with the installation of the flashing signal and associated intersection improvements. Once the Flashing Signal is operational, the ongoing electrical costs will be borne by the Township of Woolwich. Maintenance and inspection of the flashing signal beacon and the signing and striping associated with the flashing signal on the County Road remains the responsibility of the County, while police enforcement remains the responsibility of the Township.

B-4 RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #5 TO CONTRACT BETWEEN THE COUNTY OF GLOUCESTER AND T&M ASSOCIATES IN THE AMOUNT OF \$25,000.00. The Resolution will authorize a fifth Professional Services Contract Modification with T & M Associates (1256 N. Church St., Moorestown, NJ 08057-1129), in the amount of \$25,000.00, required for additional Engineering Services associated with Remedial Investigation Services relative to the project "Route 322 Improvements, in the Township of Harrison, Gloucester County." The expanded cost of \$25,000.00 creates a new contract total of \$422,609.87. The costs are 100% State Aid Funded.

B-5 RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT MODIFICATION #1 TO FEDERAL AID AGREEMENT # 09-DT-BLA-497 BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE NJ DEPT. OF TRANSPORTATION TO DECREASE FUNDING IN THE AMOUNT OF \$1,498,314.00, RESULTING IN THE NEW TOTAL AGREEMENT AMOUNT OF \$2,628,616.00 AS TO FEDERAL PROJECT #FS-0177 (106). The Resolution will authorize the County of Gloucester to enter into NJDOT Agreement Modification for Federal Agreement # 09-DT-BLA-497 for Federal Funding available not to exceed \$2,628,616.00 for the Resurfacing and Safety Improvements to Tuckahoe Rd. (CR555) in the Townships of Franklin and Monroe as per Federal Project No. FS-0177 (106). This Agreement Modification reflects a decrease in the amount of \$1,498,314.00 as required by the Federal ARRA Program upon the award of the construction contract. At final acceptance and project closeout a final Agreement Modification will be required.

B-6 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #01-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF \$65,108.28. The Resolution will approve and authorize a Contract Change Order Decrease #01-Final with South State, Inc. (P.O. Box 68, Bridgeton, NJ 08302), necessary to adjust the contract amount for increases and decreases to reflect project as-built quantities, including direct reimbursement to the Contractor for the Municipal Police Traffic Directors required to construct the project "Resurfacing and Safety Improvements to County Route 536, AKA State Highway Rt. 322 between County Route 623 and County Route 618 in the Township of Harrison," Engineering Project #08-17FA, in the amount of \$65,108.28. This Project entailed the milling and resurfacing of a portion County Route 536, AKA State Highway Route 322 in the Township of Harrison between County Route 623 and County Route 618. The project also included the installation new long life traffic stripes, raised pavement markers, along with the replacement of existing curb pieces with Eco Type heads and the installation of bicycle safe grates as needed. Areas of curb replacement were performed as needed. This project is 100% Federally funded.

**DEPARTMENT OF HEALTH &
EDUCATION**

**DEPUTY DIRECTOR W. WALLACE
FREEHOLDER CHILA**

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER DIMARCO**

D-1 RESOLUTION AUTHORIZING THE PURCHASE OF A MAINTENANCE CONTRACT FROM JOHNSTON COMMUNICATIONS ON THE SENTINEL FOR AVAYA 9-1-1 TELEPHONE EQUIPMENT THROUGH STATE CONTRACT NUMBER A69907 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$43,016.42 FOR PERIOD OCTOBER 31, 2011 THROUGH SEPTEMBER 30, 2012. Resolution authorizing the purchase of a maintenance agreement from Johnston Communications on the Sentinel for Avaya 9-1-1 phone equipment for period October 1, 2011 through September 30, 2012. This purchase falls under State Contract #69907 and shall not exceed \$43,016.42.

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES**

**FREEHOLDER NESTORE
DEPUTY DIRECTOR W. WALLACE**

E-1 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO EXECUTE ANY AND ALL DOCUMENTS PERTAINING TO THE NATIONAL EMERGENCY FOOD AND SHELTER PROGRAM 2011 GRANT CONTRACT AND ACCEPT THE FUNDS FOR THIS AGREEMENT IN AN AMOUNT NOT TO EXCEED \$10,000.00. To accept an agreement with the Federal Emergency Management Agency for the Emergency Food and Shelter Program, which provides for the distribution of food certificates to families and individuals who come to the Division of Social Services in need of food. The grant agreement is for the period of 01-01-11 through 12-31-11. The funds received through the Emergency Food and Shelter Program is not to exceed \$10,000.

E-2 RESOLUTION AUTHORIZING MODIFICATION BY AND BETWEEN GLOUCESTER COUNTY AND NJ TRANSIT TO THE 2009 JOB ACCESS AND REVERSE COMMUTE (JARC) ROUND 11 GRANT FUND BY \$199,859.40 AND EXTENDING THE TERM OF THE GRANT THROUGH JUNE 30, 2013. NJ Transit is requesting an amendment to Gloucester County's FFY'2009 Job Access and Reverse Commute (JARC) Round 11 federal grant. The grant is being modified to extend the ending date of grant from June 30, 2012 to June 30, 2013. In addition the grant is being modified to reflect a new budget amount of \$199,859.40 with \$19,459.40 in extra funding. This new budget amount will be provided as follows: federal funding @ \$70,200.00; other matching funds (DHS/TIF) provided through NJ Transit not to exceed \$29,729.70; with a \$99,929.70 county and local matching in-kind funding. These grant funds support transportation for low-income residents to employment/training opportunities.

E-3 RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2012 GLOUCESTER COUNTY COMPREHENSIVE ALCOHOLISM AND DRUG ABUSE PLAN (AN UPDATE OF THE 2011 PLAN) TO THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES. To Submit the 2012 Alcohol and Drug Abuse Services Comprehensive Plan (an Update of the 2010 and 2011 Plans) to the New Jersey Dept. of Human Services/ Division of Mental Health and Addiction Services. This is a renewal Plan/ Plan Update which provides information organized by the need domains of: Prevention; Intervention; Treatment; and Recovery Supports. Specific services referenced are: detoxification, residential treatment, outpatient treatment, halfway house continuing care, prevention hotline services and youth education, education and intervention for family support and anger management, Recovery supports of sober living houses (Oxford Houses) and Psychological evaluations. These services are delivered by subcontracts with provider agencies. The Plan also includes our assessment for the needs via a logic model and of special populations (i.e.: women, disabled, youth, criminal justice, etc) and emerging trends and progress from 2011.

E-4 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC., CENTER FOR FAMILY SERVICES (CAMDEN-SERV), CENTER FOR FAMILY SERVICES (YOUTH CENTER), CENTER FOR FAMILY SERVICES (MOTHER/CHILD), CENTER FOR FAMILY SERVICES (WILLIAMSTOWN), SHRI JAI GIANESH T/A PRIMROSE, NAP INC. T/A MAYFAIR, SHIV-PARVATI LLC T/A RAINBOW, IMPU INC., T/A ROYAL INN, SALEM COUNTY WOMAN'S SERVICES, WILLIAMSTOWN PROP/PIKE INN, RELAX MOTEL, MOTEL 6, BEACON HOME FOR WOMEN AND NJ ASSOC ON CORRECTIONS. Contracts for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program was previously awarded to VOA of America, Center for Family Services (Camden-SERV), Center for Family Services (Youth Center), Mother/Child Residential Center, Primrose Motel, MayFair Motel, Rainbow Motel, Royal Inn, Salem County Woman's Services, Relax Motel, Motel 6, Beacon Home for Women, Pike Inn and NJ Association on Correction on November 4, 2009, pursuant to PD-09-064. All terms and provisions of the previously executed Contracts, with the exception of the extension of the term, will continue in full force and effect.

**DEPARTMENT OF GOVERNMENT
SERVICES**

**FREEHOLDER L. WALLACE
FREEHOLDER DiMARCO**

F-1 RESOLUTION AUTHORIZING STATE CONTRACT A70801 WITH THE INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT, UNIVERSITY OF NORTH FLORIDA, FROM DECEMBER 1, 2011 TO SEPTEMBER 30, 2012 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$39,500.00. The purchase of professional services, in the form of instructor fees from the Institute of Police Technology and Management, University of North Florida, 12000 Alumni Drive, Jacksonville, Florida for a term beginning December 1, 2011-September 30, 2012 through State Contract A70801 with a minimum amount of zero and a maximum contract amount of \$39,500.00. These services will be paid for through the State of New Jersey funded Comprehensive Highway Safety Taskforce Grant Number CP12-08-01-07 awarded to the Gloucester County Prosecutor's Office. The courses provided will be the Traffic Crash Reconstruction, Traffic Crash Reconstruction Update and Event Data Recorder Use in Traffic Crash Reconstruction, courses to be held at the Gloucester Police Academy, coordinated and hosted by the Gloucester County Prosecutor's Office these courses will be attended by law enforcement personnel to increase the percentage of Gloucester County Police Officers trained in crash investigations. This vendor and the courses have been approved by the grantor.

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

G-1 RESOLUTION AUTHORIZING AWARD OF A SPLIT RFP FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE AWARD FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$125,000 FOR EACH CONTRACT AS PER RFP 11-048 TO FRALINGER ENGINEERING, PA, TAYLOR, WISEMAN, TAYLOR, BACH ASSOCIATES AND FEDERICI AND AKIN, PA FOR THE PROVISION OF ENGINEERING AND SURVEYING SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS. The Office of Land Preservation in cooperation with the Purchasing Department initiated Requests for Proposals (RFP 11-048) for the required surveying/engineering work needed for the land preservation projects the County will be working on Over the next twelve months. Based on the workload expected over the next year, which is expected to be in the area of 30+/- specific projects for the Office of Land Preservation, it was determined that 4 vendors are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. The selected vendors have been determined to be best suited for this task on the basis of consistent evaluation factors that were applied to all respondents, and were based on a combination of qualifications of staff, extent of similar engagements performed, relevance of workplan and personnel availability, and anticipated costs.

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

Adjournment

MINUTES

7:30 p.m. Wednesday, November 9, 2011

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Damminger	X	
W. Wallace	X	
Chila	X	
DiMarco	X	
Simmons	X	
Nestore	X	
L. Wallace	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, First Assistant Counsel Campo

Changes to the Agenda – D-2 Title change; pull E-1

Approval of the closed session minutes from September 21, 2011 and the regular minutes from October 5, 2011.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46119 Proclamation Recognizing the Reverend Edmund R. Farrell, Pastor – 40th Pastoral Anniversary – First Baptist Church of Harrisonville (previously presented) (W. Wallace).

46120 Proclamation Recognizing the Elliot G. Heard, Jr. Memorial Fund, Inc. "Upstream Navigator Scholarship and Awards" (to be presented at a later date) (W. Wallace)

46121 Proclamation to Honor Cody A. Rinnier. Cody distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America (to be presented at a later date) (Chila)

46122 Proclamation to Honor and Welcome home Commander Shawn F. Cassidy, from his deployment in Afghanistan on Saturday, October 22, 2011 (previously presented) (Chila)

46123 Proclamation In recognition of Cecelia F. Watkins as State President , Ladies Auxiliary, Department of New Jersey Veterans of Foreign Wars (previously presented) (Chila)

46124 Proclamation Recognizing Gwendolyn Rankin as the National President of the Ladies Auxiliary Veterans of Foreign Wars (previously presented) (Chila)

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion)

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
DEPUTY DIRECTOR W. WALLACE

46125 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF WORKERS' COMPENSATION CLAIMS CAPTIONED

- (A) **JENINE ELLENA V. GLOUCESTER COUNTY** Claim Petition Number 2010-11842;
 (B) **BARBARA ROSS V. GLOUCESTER COUNTY** Claim Petition Number 2010-32659;
 (C) **MELINDA PIOTROWSKI V. GLOUCESTER COUNTY** Claim Petition Number 2009-20749;
 (D) **BRADD THOMPSON V. GLOUCESTER COUNTY** Claim Petition Number 2011-2192

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46126 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE GLOUCESTER COUNTY 2011 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

1. Area Plan Grant - \$4,833.00
2. DUI Checkpoint Saturation Patrol Grant - \$30,000.00
3. Drunk Driving Enforcement Fund - \$12,000.00
4. Region Wide Transportation GIS System - \$20,000.00

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila					X
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46127 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MERCURY CONSULTING GROUP – MCG, LLC TO PROVIDE CONSULTING SERVICES FOR A SECURE DATA INFRASTRUCTURE FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$50,000.00 FOR THE PERIOD BEGINNING NOVEMBER 9, 2011 AND CONCLUDING NOVEMBER 8, 2012.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46128 RESOLUTION AUTHORIZING THE PURCHASE OF MAINTENANCE CONTRACTS FROM AVAYA FOR HARDWARE FOR TELEPHONE SWITCHES LOCATED AT THE CLAYTON COMPLEX, SHADY LANE, COUNTY COURTHOUSE, BOARD OF ELECTIONS, BUDD BOULEVARD, ADULT PROBATION AND HEALTH DEPARTMENT THROUGH STATE CONTRACT NUMBER A42285 FOR AN AMOUNT NOT TO EXCEED \$150,000.00 FOR THE YEAR 2012.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46129 RESOLUTION AUTHORIZING A CONTRACT WITH EDMUNDS & ASSOCIATES, INC., FOR THE PURCHASE OF SOFTWARE MAINTENANCE FOR THE YEAR 2012 FOR AN AMOUNT NOT TO EXCEED \$37,000.00 PURSUANT TO N.J.S.A. 40A:11-5DD.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46130 RESIGNATION OF PAUL DRAKE, DEPTFORD, FROM THE GLOUCESTER COUNTY INTER-AGENCY COORDINATING COUNCIL (CIACC).

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: Freeholder Board thanked him for his service

**DEPARTMENT OF ECONOMIC
DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHILA**

46131 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY COLLEGE TO PROVIDE WORKPLACE LITERACY PROGRAMS FROM JULY 1, 2011 THROUGH JUNE 30, 2012 FOR A MAXIMUM CONTRACT AMOUNT OF \$80,000.00.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46132 RESOLUTION AUTHORIZING THE EXTENSION OF A SHARED SERVICES AGREEMENT WITH GLOUCESTER COUNTY COLLEGE TO PROVIDE ALTERNATIVE WORK EXPERIENCE PROGRAM (AWEP) SERVICES FROM NOVEMBER 1, 2011 THROUGH NOVEMBER 30, 2011.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46133 RESOLUTION AUTHORIZING JURISDICTIONAL AGREEMENT #4710 BETWEEN THE COUNTY OF GLOUCESTER AND THE STATE OF NEW JERSEY REGARDING A PART OF ROUTE 322 WITHIN THE COUNTY.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace					

Comments: N/A

46134 RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO NUPUMP CORPORATION INC. DUE TO HURRICANE IRENE STORM DAMAGE IN THE NOT TO EXCEED AMOUNT OF \$12,000.00.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46135 RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO JPC GROUP, INC. DUE TO HURRICANE IRENE STORM DAMAGE IN THE NOT TO EXCEED AMOUNT OF \$1,453,440.00.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		3 – Woolwich
DiMarco		X	X		1 – Deptford
Simmons	X		X		1 – Glassboro
Nestore			X		
L. Wallace			X		

Comments: N/A

46136 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #01-FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF \$86,943.23.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46137 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER INCREASE #02 WITH DRISCOLL CONSTRUCTION CO., INC. IN THE AMOUNT OF \$214,374.94.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco					X
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46138 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT MADE BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGH OF PITMAN FOR THE USE OF ONE (1) STREET SWEEPER BY THE BOROUGH OF PITMAN AS PART OF THE SAID BOROUGH'S COMPLIANCE WITH A STORMWATER MANAGEMENT PLAN.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46139 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 12-53-312 BETWEEN THE COUNTY OF GLOUCESTER AND THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR FISCAL YEAR 2012 REGION-WIDE TRANSPORTATION GIS PROGRAM.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila		X	X		
DiMarco			X		
Simmons	X		X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF HEALTH &
EDUCATION**

**DEPUTY DIRECTOR W. WALLACE
FREEHOLDER CHILA**

46140 RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF GLOUCESTER AND NJ TRANSIT IN REGARD TO SERVICES AS AN ASSESSMENT AGENCY.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila		X	X		
DiMarco			X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46141 RESOLUTION AUTHORIZING AN AMENDMENT TO THE SENIOR HEALTH CONNECTION PROGRAM GRANT AGREEMENT WITH THE GLOUCESTER COUNTY DEPARTMENT OF HEALTH, PREVIOUSLY AWARDED BY RFP #010-009, REDUCING THE MAXIMUM CONTRACT AMOUNT TO \$12,769.00.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila		X	X		
DiMarco			X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46142 RESOLUTION AUTHORIZING AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES FOR GRANT FUNDING IN THE AMOUNT OF \$1,455,100.00 FOR 2012, REPRESENTING THE THIRD YEAR OF THIS THREE YEAR AREA PLAN CONTRACT.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila		X	X		
DiMarco			X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER DiMARCO**

46143 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FFY 2009 URBAN AREAS SECURITY INITIATIVE GRANT FROM THE OFFICE OF HOMELAND SECURITY AND PREPAREDNESS IN THE AMOUNT OF \$65,000.00.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila	X		X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

46144 RESOLUTION AUTHORIZING A CONTRACT WITH CONNECTED OFFICE PRODUCTS, INC. d/b/a CARD DATA SYSTEMS FOR THE NEW HIGH-SECURITY CREDENTIALING AND ACCOUNTABILITY ID SYSTEM THAT WILL STANDARDIZE FIRST RESPONDERS IDENTIFICATION CARDS STATEWIDE, FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$65,000.00, FOR A TWO YEAR PERIOD COMMENCING NOVEMBER 1, 2011 AND TERMINATING OCTOBER 31, 2013. "

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila	X		X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

**DEPARTMENT OF SOCIAL &
HUMAN SERVICES**

**FREEHOLDER NESTORE
DEPUTY DIRECTOR W. WALLACE**

RESOLUTION AUTHORIZING THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS TO SUBMIT THE 2012 GLOUCESTER COUNTY MUNICIPAL ALLIANCE PLAN/GRANT APPLICATION TO THE GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE.

	Motion	Second	Yes	No	Abstain
Damminger	PULLED				
W. Wallace					
Chila					
DiMarco					
Simmons					
Nestore					
L. Wallace					

Comments: N/A

**DEPARTMENT OF GOVERNMENT
SERVICES**

**FREEHOLDER L. WALLACE
FREEHOLDER DiMARCO**

46146 RESOLUTION AUTHORIZING APPLICATION FOR THE STATE FARM GRANT FOR 2012 FUNDING FOR EDUCATIONAL INSTITUTION OR GOVERNMENT ENTITY IN THE AMOUNT OF \$5,000.00.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments: N/A

46147 RESOLUTION AUTHORIZING RENEWAL APPLICATION FOR THE PROSECUTOR'S OFFICE DRUNK DRIVING ENFORCEMENT FUND GRANT THROUGH THE DIVISION OF HIGHWAY TRAFFIC SAFETY FOR JULY 1, 2011 THROUGH JUNE 30, 2012, IN THE TOTAL AMOUNT OF \$12,000.00.

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace			X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace	X		X		

Comments: N/A

**DEPARTMENT OF PARKS & LAND
PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

OPEN

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments:

- Anthony Garozza, Woolwich Twp., had questions about the Warrington Mills bridge that the county is working on. He asked who inspects the bridges. County Engineer Vince Voltaggio said the state does the inspections and this bridge has major erosion.
- Susan Creptara, Logan Twp., asked questions about Mill Road dam.
- Sal Privatero, Woolwich Twp., asked questions about the Warrington Mills bridge.
- Mary Desantis, Woolwich Twp., asked questions about the Hendrickson Mill dam on Mill Road.

CLOSE

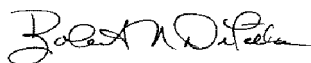
	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace	X		X		
Chila			X		
DiMarco		X	X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A

Adjournment 8:20PM

	Motion	Second	Yes	No	Abstain
Damminger			X		
W. Wallace		X	X		
Chila			X		
DiMarco	X		X		
Simmons			X		
Nestore			X		
L. Wallace			X		

Comments: N/A



ROBERT N. DILELLA, CLERK

PI

~ In Honor of ~
Joshua Manning
Achieving Rank of Eagle Scout

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Joshua Manning** on his achievements as a member of the Boy Scouts of America, Troop 13; and

WHEREAS, **Joshua Manning** became a Cub Scout in September, 2001, advancing to Tiger Cub in Cub Scout Pack 273 in Bullville, New York, joined Pack 213 as a Webelo II and earned his Arrow of Light, crossing over to Troop 13 in June, 2006; and

WHEREAS, in Troop 13 **Joshua** advanced through the different ranks of Scouting, Tenderfoot in December 2006, Second Class in February 2007, First Class on May 2007, Star in January 2008, Life in October 2008 and in June 2011, distinguished himself by earning the "**Rank of Eagle Scout**" the highest award offered by the Boy Scouts of America; and

WHEREAS, **Joshua Manning** held numerous leadership positions in Scouting as a member of Troop 13, including Den Chief 2006-2009, Patrol Leader 2007-2008, Assistant Senior Patrol Leader 2009-2010, Senior Patrol Leader 2010-2011 and Junior Assistant Scoutmaster from December 2011 to present; and

WHEREAS, in reaching his goal of Eagle Scout, **Joshua** has earned 39 merit badges. He has been cited for Special Achievements receiving the World Conservation Award, Den Chief Award and the BSA Kayaking Certification. He has earned the Ad Altare Dei and Pope Pius XII Religious Awards and the BSA Medals for participating in historic hikes at Gettysburg, Monmouth Trail, Washington's Crossing, Valley Forge and Antietam. In September 2008, **Joshua** passed the Order of the Arrow ~ Ordeal; and

WHEREAS, in 2009 **Joshua** was a Counselor-in-Training at Camp Roosevelt, working in the Rough Rider Program, he also participated in the BSA National Youth Leadership Training (NYLT) program where he served as a staff member, working as Troop Guide and Instructor in 2010-2011. **Joshua** has also served four years in the Camden Diocese Catholic Scouting Program as Youth Committee Chair and has participated as a leader at their annual retreats; and

WHEREAS, **Joshua Manning** exhibited his commitment to public service by selecting as his Eagle Scout project the construction of a beautiful picnic area at the High Hill Park in Woolwich Township, New Jersey. The project included the creation of a landscape area and the construction of two picnic tables and a trash container. **Joshua** completed his project with the help of his fellow scouts and many volunteers; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2011 Gloucester County Board of Chosen Freeholders, Warren S. Wallace, Giuseppe (Joe) Chila, Frank J. DiMarco, Vincent H. Nestore, Jr., Heather Simmons and Larry Wallace do hereby honor and recognize **Joshua Manning** for his leadership, personal achievements and dedicated service to his community.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 19th day of November, 2011.

Robert M. Damminger
Freeholder Director

Warren S. Wallace
Freeholder Deputy Director

Giuseppe (Joe) Chila
Freeholder

Frank J. DiMarco
Freeholder

Vincent H. Nestore, Jr.
Freeholder

Heather Simmons
Freeholder

Larry Wallace
Freeholder

Attest: _____
Robert N. DiLella, Clerk

A1

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE BOARD
OF CHOSEN FREEHOLDERS OF THE COUNTY OF GLOUCESTER TO
DISCUSS THE STATUS OF PENDING LITIGATION CAPTIONED
KENNETH WARFIELD v. GLOUCESTER COUNTY,
C.P. NO. 2004-26802, AND MALESSIA LACY v. GC DEPT. OF
CORRECTIONAL SERVICES, ET AL., DOCKET NO. GLO-L-1142-11**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

WHEREAS, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12(b)(7), which items are recognized as requiring confidentiality due to pending litigation; and

WHEREAS, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12(b)(7).

NOW, THEREFORE BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on **December 7th, 2011**;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of pending litigation captioned Kenneth Warfield v. Gloucester County, Claim Petition no. 2004-26802, and Malessia Lacy v. GC Department of Correctional Services, et al., Docket no. GLO-L-1142-11.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on December 7, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

A2

**RESOLUTION AUTHORIZING MEMORANDUM OF AGREEMENT
WITH THE NEW JERSEY PINELANDS COMMISSION
PURSUANT TO N.J.A.C. 7:50-4.52(c)1**

WHEREAS, the Pinelands Comprehensive Management Plan, N.J.A.C. 7:50-4.52(c)1, provides that a Memorandum of Agreement (MOA) may be entered into with any county or municipal government; and

WHEREAS, the MOA authorizes the county or municipal government to carry out certain development without the necessity of acquiring individual development approval from the Commission, said development to be consistent with Subchapter 5 (Minimum Standards for Land Use and Intensities) and Subchapter 6 (Management Program and Minimum Standards) of the Pinelands Comprehensive Management Plan; and

WHEREAS, the County of Gloucester desires to enter into the Memorandum of Agreement with the New Jersey Pinelands Commission to set forth terms regarding the review of certain classes of development within the Pinelands area that may be undertaken by the County without Commission approval.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That the Memorandum of Agreement between the County of Gloucester and the New Jersey Pinelands Commission is hereby authorized and approved.
2. That the Freeholder Director is authorized to execute this MOA to effectuate the terms set forth therein regarding the review of certain classes of local public agency development within the Pinelands area that may be undertaken by the County without the need for Commission approval.
3. That a copy of the Memorandum of Agreement shall be attached hereto as if fully set forth herein.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 7, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

ROBERT N. DI LELLA,
CLERK OF THE BOARD

A3

RESOLUTION SUPPORTING THE NEW JERSEY DIVISION OF FIRE SAFETY

WHEREAS, The New Jersey Division of Fire Safety serves as the central focus for the State's fire service community and the general public in all matters relating to fire safety through the development and enforcement of the State Uniform Fire Code, public education programs and firefighter training programs; and

WHEREAS, Within the New Jersey Division of Fire Safety, the Bureau of Fire Code Enforcement is responsible for enforcing the State's Uniform Fire Code; and

WHEREAS, The New Jersey Division of Fire Safety, the Bureau of Fire Department Services is responsible for the training and education of New Jersey's fire service, fire incident reporting, firefighter serious injury and fatality investigations; and

WHEREAS, The New Jersey Division of Fire Safety serves as one of the voices of the fire service in New Jersey and the leading agency for fire safety's public education.

NOW, THEREFORE, be it resolved that the County of Gloucester supports the New Jersey Division of Fire Safety and strongly urges Governor Christie and the New Jersey Legislature to keep the Division of Fire Safety in its present form and ask that they be directed to suspend any actions anticipated or in process that would result in the elimination, dissection, division or transferring of any of the functions of the Division of Fire Safety to other Divisions, Departments or Agencies.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 7, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT DILELLA, CLERK

A4

**RESOLUTION AUTHORIZING 2011 BUDGET TRANSFERS
WITHIN THE COUNTY OF GLOUCESTER**

WHEREAS, the Treasurer of the County of Gloucester has recommended that there be 2011 Budget Transfers; and

WHEREAS, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the following transfer of funds in the 2011 Budget is hereby authorized:

TRANSFER FROM

Salary & Wage Adjustment – S&W	\$ 194,500.00
Employee Group Insurance – OE	550,000.00
Sheriff – S&W	<u>3,800.00</u>
	\$ 748,300.00

TRANSFER TO

Liability Insurance – OE	\$ 550,000.00
Workers Compensation– OE	175,000.00
Engineering– OE	11,000.00
Out of County Vocational School– OE	<u>12,300.00</u>
	\$ 748,300.00

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 7, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

ROBERT N. DILELLA,
CLERK OF THE BOARD

B1

**RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH THE NEW
JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT
INCREASING THE TOTAL PY 2011 CONTRACT AMOUNT BY \$50,000**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on October 19, 2011, authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2011 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines; and

WHEREAS, the total amount of the original contract was **\$3,586,705.00**; and

WHEREAS, due to an increase in the form of Work First NJ funds, it is necessary to amend said contract in the amount of **\$50,000**, resulting in the following estimated funds for the grant period July 1, 2011 to June 30, 2012;

WIA Adult	\$ 411,452
WIA Youth	\$ 521,754
WIA Dislocated Worker	\$ 669,995
Work First NJ	\$1,947,084 (\$1,897,084+\$50,000)
Workforce Learning Link	\$ 80,000
SMART STEPS	\$ 6,420
Total	\$3,636,705

WHEREAS, the grant period shall be reflected as July 1, 2011 through June 30, 2012;
and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the total contract amount, will continue in full force and effect.

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board or their designees are hereby authorized to executed the Contract and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor for the grant period July 1, 2011 through June 30, 2012.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 7, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B1

**New Jersey Department of Labor and Workforce Development
Workforce Development Area Contract**

WIB Area: Gloucester
DUNS No.: 957362247

PY 2011 Funds

Plan No.: ET-08-PY11
Mod No.: 1

A. Grant Recipient: (Name & Address)

County of Gloucester
County Building Box 337
Woodbury, New Jersey 08096
Chief Executive Officer: Robert M. Dammingier
Legal Entity Status: Public
Federal Employer ID No.: 21-6000-660

B. State Grantor/Department

Harold J. Wirths, Commissioner
New Jersey Department of Labor and Workforce Development
PO Box 055, Trenton, NJ 08625-0055
Contact Person & Telephone No.:
Anthony Ferrera, Director (609) 984-2477
Division of Workforce Portfolio and Contract Management

C. Local Area Operating Entity:

Gloucester County Economic Dev.
115 Budd Boulevard
West Deptford, New Jersey 08096
Contact: Lisa Morina, Director
Tel. No.: 856-384-6934

WorkFirst NJ Operating Entity:

Same
Contact: Lisa Morina, Director
Tel. No.: 856-384-6934

D. Funding Levels by Source:

WIA / FEDERAL FUNDS:

Adult: 411,452
Youth: 521,754
Dislocated Worker: 669,995
BRAC NEG: 0
Pharma NEG: 0
Hurricane Irene NEG: 0
Disaster Mini-NEG: 0
Add'l Federal Funds: 0

STATE FUNDS:

WorkFirst NJ: 1,947,084
WIB Admin: 0
WDP: 0
WLL: 80,000
SmartSTEPS: 6,420
Add'l State Funds: 0
Add'l State Funds: 0

Federal TOTAL: \$1,603,201

State TOTAL: \$2,033,504

Contract TOTAL: \$3,636,705

The contract period for these funds is July 1, 2011 to June 30, 2012.

Grantor/Department and Grant Recipient's Agreement Signatures

The Grant Recipient and Workforce Investment Board agree to provide employment and training services in accordance with all the provisions of their approved Plan and the attached Assurances, Certifications and General Provisions. If this Contract, including the Assurances, Certifications and General Provisions, annexed hereto, correctly sets forth your understanding of your approved Plan, please indicate your organization's approval by having this signed by the Chief Executive Officer of the organization and returned to the Grantor.

Accepted & Agreed by the Grant Recipient	Accepted & Agreed by the WIB Chairperson	Accepted & Agreed by Grantor/Department
Name: <u>Robert M. Dammingier</u>	Name: <u>Hosea Johnson</u>	Name: <u>Harold J. Wirths</u>
Signature: _____	Signature: <u>Hosea Johnson</u>	Signature: _____
Title: <u>Freeholder Director</u>	Title: <u>WIB Chairperson</u>	Title: <u>Commissioner</u>
Date: _____	Date: _____	Date: _____

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE COUNTY OF GLOUCESTER AND THE U.S. DEPARTMENT
OF AGRICULTURE, RURAL DEVELOPMENT FOR THE HOUSING
PRESERVATION GRANT IN THE AMOUNT OF \$50,000.00**

WHEREAS, the County of Gloucester is the designated agent for the Community Development Block Grant and HOME funding programs and is charged with preparing and submitting the Grant Agreement between the County of Gloucester and the U.S. Department of Agriculture, Rural Development; and

WHEREAS, the U.S. Department of Agriculture, Rural Development has prepared a Grant Agreement to address the Housing Preservation Grant for the Department of Economic Development, Division of Housing and Community Development; and

WHEREAS, the Housing Preservation Grant is in the amount of \$50,000.00 and is for a period of 2 years.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director of the County of Gloucester is authorized to execute any and all grant agreements by and between the County of Gloucester and the U.S. Department of Agriculture, Rural Development to accept the Housing Preservation Grant grant in the amount of \$50,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, December 7, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

HOUSING PRESERVATION GRANT AGREEMENT

This agreement dated _____, is between
GLoucester County (name),
P. O. Box 337, 115 Budd Blvd., West Deptford, NJ 08096 (address), the
grantee, organized and operating under NJSA 40-18-1 et seq.
_____ (authorizing State statute), and
the United States of America acting through the Rural Development. Rural
Development agrees to grant a sum not to exceed \$ 50,000.00,
subject to the terms and conditions of this agreement; provided, however, that
the grant funds actually advanced and not needed for grant purposes shall be
returned immediately to Rural Development. The Housing Preservation Grant
(HPG) statement of activities approved by Rural Development, is attached, and
shall commence within 10 days of the date of execution of this agreement by
Rural Development and be completed by _____ (date). Rural
Development may terminate the grant in whole, or in part, at any time before
the date of completion, whenever it is determined that the grantee has failed
to comply with the conditions of this grant agreement or Rural Development
regulations related hereto. The grantee may appeal adverse decisions in
accordance with Rural Development's appeal procedures contained in Subpart B
of Part 1900 of this chapter.

In consideration of said grant by Rural Development to the grantee, to be made
pursuant to Section 533 of the Housing Act of 1949, HPG program, the grantee
will provide such a program in accordance with the terms of this grant
agreement and applicable Rural Development regulations.

PART A Definitions.

1. "Beginning date" means the date this agreement is executed by
Rural Development and costs can be incurred.
2. "Ending date" means the date this agreement is scheduled to be
completed. It is also the latest date grant funds will be
provided under this agreement, without an approved extension.
3. "Disallowed costs" are those charges to a grant which Rural
Development determines cannot be authorized in accordance with
applicable Federal cost principles contained in 7 CFR Parts 3015
and 3016, as appropriate.
4. "Grant closeout" is the process by which the grant operation
is concluded at the expiration of the grant period or following a
decision to terminate the grant.

5. "Termination" of the grant means the cancellation of Federal assistance, in whole or in part, at any time before the date of completion.

PART B Terms of agreement.

Rural Development and the grantee agree that:

1. All grant activities shall be limited to those authorized in this subpart.
2. This agreement shall be effective when executed by both parties.
3. The HPG activities approved by Rural Development shall commence and be completed by the date indicated above, unless earlier terminated under paragraph B, 18, of this grant agreement, or extended.
4. The grantee shall carry out the HPG activities and processes as described in the approved statement of activities which is made a part of this grant agreement. Grantee will be bound by the activities and processes set forth in the statement of activities and the further conditions set forth in this grant agreement. If the statement of activities is inconsistent with this grant agreement, then the latter will govern. A change of any activities and processes must be in writing and must be signed by the approval official.
5. The grantee shall use grant funds only for the purposes and activities approved by Rural Development in the HPG budget. Any uses not provided for in the approved budget must be approved in writing by Rural Development in advance.
6. If the grantee is a private nonprofit corporation, expenses charged for travel or per diem will not exceed the rates paid to Federal employees or (if lower) an amount authorized by the grantee for similar purposes. If the grantee is a public body, the rates will be those that are allowable under the customary practice in the government of which the grantee is a party; if none are customary, the Rural Development rates will be the maximum allowed.

7. Grant funds will not be used for any of the following:

- (a) To pay obligations incurred before the beginning date or after the ending date of this agreement;
- (b) For any entertainment purposes;
- (c) To pay for any capital assets, the purchase of real estate or vehicles, the improvement or renovation of the grantee's office space, or for the repair or maintenance of privately owned vehicles;
- (d) Any other purpose specified in §1944.664 (g) or §1944.666 (b) of this subpart; or
- (e) For administrative expenses exceeding 20 percent of the HPG grant funds.

8. The grant funds shall not be used to substitute for any financial support previously provided and currently available or assured from any other source.

9. The dispersal of grants will be governed as follows:

- (a) In accordance with Treasury Circular 1075 (fourth revision) Part 205, Chapter II of Title 31 of the Code of Federal Regulations, grant funds will be provided by Rural Development as cash advances on an as needed basis not to exceed one advance every 30 days. The advance will be made by direct Treasury check to the grantee. In addition, the grantee must submit Standard Form (SF) 272, "Federal Cash Transactions Report," each time an advance of funds is made. This report shall be used by Rural Development to monitor cash advances made to the grantee. The financial management system of the recipient organization shall provide for effective control over and accountability for all Federal funds as stated in 7 CFR Parts 3015 and 3016.

(b) Cash advances to the grantee shall be limited to the minimum amounts needed and shall be timed to be in accord only with the actual, immediate cash requirements of the grantee in carrying out the purpose of the planned project. The timing and amount of cash advances shall be as close as administratively feasible to the actual disbursements by the grantee for direct program costs (as identified in the grantee's statement of activities and budget and fund use plan) and proportionate share of any allowable indirect costs.

(c) Grant funds should be promptly refunded to the Rural Development and redrawn when needed if the funds are erroneously drawn in excess of immediate disbursement needs. The only exceptions to the requirement for prompt refunding are when the funds involved:

(i) Will be disbursed by the recipient organization within 7 calendar days from the date of the Treasury check; or

(ii) Are less than \$10,000 and will be disbursed within 30 calendar days from the date of the Treasury check.

(d) Grantee shall provide satisfactory evidence to Rural Development that all officers of the grantees' organization authorized to receive and/or disburse Federal funds are covered by fidelity bonds in an amount not to exceed the grant amount to protect Rural Development's interests.

10. The grantee will submit performance, financial, and annual reports as indicated in this subpart to the appropriate Rural Development office. These reports must be reconciled to the grantees' accounting records, especially on the final report.

(a) As needed, but not more frequently than once every 30 calendar days, submit an original and two copies of SF-270, "Request for Advance or Reimbursement." In addition, the grantee must submit an SF-272, each time an advance of funds is made. This report shall be used by Rural Development to monitor cash advances made to the grantee.

(b) Quarterly reports will be submitted within 15 days, but no later than 45 days after the end of each calendar quarter. An original and one copy of SF-269, "Financial Status Report," and a quarterly performance report in accordance with \$1944.683 of this subpart. Item 10, g (total program outlays) of SF-269, should be less any rebates, refunds, or other discounts.

(c) Within 90 days after the termination or expiration of the grant agreement, an original and two copies of SF-269, and a final performance report which will include a summary of the project's accomplishments, problems, and planned future activities of the grantee for HPG. Final reports may serve as the last quarterly report.

(d) Rural Development may require performance reports more frequently if deemed necessary.

11. In accordance with Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State and Local Governments" (available in any Rural Development office), compensation for employees will be considered reasonable to the extent that such compensation is consistent with that paid for similar work in other activities of the State or local government.

12. If the grant exceeds \$100,000, cumulative transfers among direct cost budget categories totaling more than 5 percent of the total budget must have prior written approval by Rural Development.

13. The results of the program assisted by grant funds may be published by the grantee without prior review by Rural Development, provided that such publications acknowledge the support provided by funds pursuant to the provisions of Title V of the Housing Act of 1949, as amended, and that five copies of each such publications are furnished to Rural Development.

14. The grantee certifies that no person or organization has been employed or retained to solicit or secure this grant for a commission, percentage, brokerage, or contingent fee.

15. No person in the United States shall, on the grounds of race, religion, color, sex, familial status, age, national origin, or handicap, be excluded from participating in, be denied the proceeds of, or be subject to discrimination in connection with the use of grant funds. Grantee will comply with the nondiscrimination regulations of Rural Development contained in Subpart E of Part 1901 of this chapter.

16. In all hiring or employment made possible by or resulting from this grant, the grantee:

(a) Will not discriminate against any employee or applicant for employment because of race, religion, color, sex, familial status, age, national origin, or handicap, and

(b) Will take affirmative action to insure that employees are treated during employment without regard to their race, religion, color, sex, familial status, age, national origin, or handicap. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(c) In the event grantee signs a contract related to this grant which would be covered by any Executive Order, law, or regulation prohibiting discrimination, grantee shall include in the contract the "Equal Employment Clause" as specified by Form RD 400-1, "Equal Opportunity Agreement."

17. The grantee accepts responsibility for accomplishing the HPG program as submitted and included in its preapplication, application, including its statement of activities. The grantee shall also:

(a) Endeavor to coordinate and provide liaison with State and local housing organizations, where they exist.

(b) Provide continuing information to Rural Development on the status of grantee HPG programs, projects, related activities, and problems.

(c) Inform Rural Development as soon as the following types of conditions become known:

(i) Problems, delays, or adverse conditions which materially affect the ability to attain program objectives, prevent the meeting of time schedules or goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated, new time schedules required and any Rural Development assistance needed to resolve the situation.

(ii) Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

18. The grant closeout and termination procedures will be as follows:

(a) Promptly after the date of completion or a decision to terminate a grant, grant closeout actions are to be taken to allow the orderly discontinuation of grantee activity.

(i) The grantee shall immediately refund to Rural Development any uncommitted balance of grant funds.

(ii) The grantee will furnish to Rural Development within 90 calendar days after the date of completion of the grant, SF-269 and all financial, performance, and other reports required as a condition of the grant, including a final audit report, as required by 7 CFR Parts 3015 and 3016.

(iii) The grantee shall account for any property acquired with HPG grant funds or otherwise received from Rural Development.

(iv) After the grant closeout, Rural Development retains the right to recover any disallowed costs which may be discovered as a result of an audit.

(b) When there is reasonable evidence that the grantee has failed to comply with the terms of this grant agreement, the State Director can, on reasonable notice, suspend the grant pending corrective action or terminate the grant in accordance with paragraph B, 18 (c) of this grant agreement. In such instances, Rural Development may reimburse the grantee for eligible costs incurred prior to the effective date of the suspension or termination and may allow all necessary and proper costs which the grantee could not reasonably avoid. Rural Development will withhold further advances and grantees are prohibited from further use of grant funds, pending corrective action.

(c) Grant termination will be based on the following:

(i) Termination for cause. This grant may be terminated in whole, or in part, at any time before the date of completion, whenever Rural Development determines that the grantee has failed to comply with the terms of this agreement. The reasons for termination may include, but are not limited to, such problems as:

(A) Failure to make reasonable and satisfactory progress in attaining grant objectives.

(B) Failure of grantee to use grant funds only for authorized purposes.

(C) Failure of grantee to submit adequate and timely reports of its operation.

(D) Violation of any of the provisions of any laws administered by Rural Development or any regulation issued thereunder.

(E) Violation of any nondiscrimination or equal opportunity requirement administered by Rural Development in connection with any Rural Development programs.

(F) Failure to maintain an accounting system acceptable to Rural Development.

(ii) Termination for convenience. Rural Development or the grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in case of partial termination, the portion to be terminated.

(d) Rural Development shall notify the grantee in writing of the determination and the reasons for and the effective date of the suspension or termination. Except for termination for convenience, grantees have the opportunity to appeal a suspension or termination under Rural Development's appeal procedure, Subpart B of Part 1900 of this chapter.

19. Upon any default under its representatives or agreements set forth in this instrument, the grantee, at the option and demand of Rural Development, will, to the extent legally permissible, repay to Rural Development forthwith the grant funds received with interest at the rate of 5 percent per annum from the date of the default. The provisions of this grant agreement may be enforced by Rural Development, at its options and without regard to prior waivers by it or previous defaults of the grantee, by judicial proceedings to require specific performance of the terms of this grant agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by Rural Development to assure compliance with the provisions of this grant agreement and the laws and regulations under which this grant is made.

20. Extension of this grant agreement, modifications of the statement of activities, or changes in the grantee's budget may be approved by Rural Development provided, in Rural Development's opinion, the extension or modification is justified and there is a likelihood that the grantee can accomplish the goals set out and approved in the statement of activities during the period of the extension and/or modifications as specified in §1944.684 of this subpart.

PART C Grantee agrees:

1. To comply with property management standards for expendable and nonexpendable personal property established by 7 CFR Parts 3015 and 3016.
2. To provide a financial management system which will include:
 - (a) Accurate, current, and complete disclosure of the financial results of each grant. Financial reporting will be on a cash basis. The financial management system shall include a tracking system to insure that all program income, including loan repayments, are used properly.
 - (b) Records which identify adequately the source and application of funds for grant-supported activities. Those records shall contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
 - (c) Effecting control over and accountability for all funds, property, and other assets. Grantee shall adequately safeguard all such assets and shall assure that they are solely for authorized purposes.
 - (d) Accounting records supported by source documentation.
3. To retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least 3 years after the submission of the final performance report, in accordance with paragraph B 10 (c) of this grant agreement, except in the following situations:
 - (a) If any litigation, claim, audit, or investigation is commenced before the expiration of the 3-year period, the records shall be retained until all litigations, claims, audit, or investigative findings involving the records have been resolved.
 - (b) Records for nonexpendable property acquired by Rural Development, the 3-year retention requirement is not applicable.

(c) When records are transferred to or maintained by Rural Development, the 3-year retention requirement is not applicable.

(d) Microfilm copies may be substituted in lieu of original records. Rural Development and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the grantee which are pertinent to the specific grant program for the purpose of making audits, examinations, excerpts, and transcripts.

4. To provide information as requested by Rural Development concerning the grantee's actions in soliciting citizen participation in the applications process, including published notices of public meetings, actual public meetings held, and content of written comments received.
5. Not to encumber, transfer, or dispose of the property or any part thereof, furnished by Rural Development or acquired wholly or in part with HPG funds without the written consent of Rural Development.
6. To provide Rural Development with such periodic reports of grantee operations as may be required by authorized representatives of Rural Development.
7. To execute Form RD 400-1, and to execute any other agreements required by Rural Development to implement the civil rights requirements.
8. To include in all contracts in excess of \$100,000, a provision for compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §1875C-9, as amended. Violations shall be reported to Rural Development and the Regional Office of the Environmental Protection Agency.
9. That no member of Congress shall be admitted to any share or part of this grant or any benefit that may arise therefrom, but this provision shall not be construed to bar as a contractor under the grant a public-held corporation whose ownership might include a member of Congress.

10. That all nonconfidential information resulting from its activities shall be made available to the general public on an equal basis.

11. That the purpose for which this grant is made may complement, but shall not duplicate programs for which monies have been received, are committed, or are applied for from other sources, public and private.

12. That the grantee shall relinquish any and all copyrights and/or privileges to the materials developed under this grant, such material being the sole property of the Federal Government. In the event anything developed under this grant is published in whole or in part, the material shall contain a notice and be identified by language to the following effect: "The material is the result of tax-supported research and as such is not copyrightable. It may be freely reprinted with the customary crediting of the source."

13. That the grantee shall abide by the policies promulgated in 7 CFR Parts 3015 or 3016, as applicable, which provides standards for use by grantees in establishing procedures for the procurement of supplies, equipment, and other services with Federal grant funds.

14. That it is understood and agreed that any assistance granted under this grant agreement will be administered subject to the limitations of Title V of the Housing Act of 1949, as amended, 42 U.S.C 1471, et. seq., and related regulations, and that all rights granted to Rural Development herein or elsewhere may be exercised by it in its sole discretion to carry out the purposes of the assistance, and protect Rural Development's financial interest.

15. That the grantee will adopt a standard of conduct that provides that, if an employee, officer, or agency of the grantee, or such person's immediate family members conducts business with the grantee, the grantee must not:

- (a) Participate in the selection, award, or administration of a contract to such persons for which Federal funds are used;

(b) Knowingly permit the award or administration of the contract to be delivered to such persons or other immediate family members or to any entity (i.e., partnerships, corporations, etc.) in which such persons or their immediate family members have an ownership interest; or

(c) Permit such person to solicit or accept gratuities, favors, or anything of monetary value from landlords or developers of rental or ownership housing projects or any other person receiving HPG assistance.

16. That the grantee will be in compliance with and provide the necessary forms concerning the Debarment and Suspension and the Drug-free Workplace requirements found in §1944.654 of this subpart.

17. That the grantee will comply with the requirements in respect to rental properties and cooperatives (co-ops) and will execute an agreement with the owners or co-op as found in §§1944.662 and 1944.663 of this subpart, specifically:

(a) If the co-op or rental property owner(s) or their successors in interest fail to carry out the requirements of this grant agreement, the ownership agreement, or any requirements noted in this subpart during the applicable period, they shall make a payment to Rural Development in an amount that equals the total amount of the assistance provided by the grantee plus interest thereon (without compounding) for each year and any fraction thereof that the assistance was outstanding. The interest rate shall be that as determined by Rural Development at the time of infraction taking into account the average yield on outstanding marketable long-term obligations of the United States during the month preceding the date on which the assistance was initially made available.

(b) Notwithstanding any other provision of law, any assistance provided shall constitute a debt, which is payable in the case of any failure to carry out the agreement between the grantee and the rental property owner(s) or co-op and shall be secured by the security instruments provided by them to Rural Development.

18. That all requirements of this subpart concerning HPG's will be followed.

PART D Rural Development agrees:

1. That it will assist the grantee, within available appropriations, with such technical and management assistance as needed in coordinating the statement of activities with local officials, comprehensive plans, and any State or area plans for improving housing for very low- and low-income households in the area in which the project or program is located.

2. That at its sole discretion, Rural Development may at any time give any consent, deferment, subordination, release, satisfaction, or termination of any or all of the grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as the grantor may determine to be:

(a) Advisable to further the purposes of the grant or to protect Rural Development's financial interests therein; and

(b) Consistent with the statutory purposes of the grant and the limitations of the statutory authority under which it is made and Rural Development's regulations.

PART E Attachments:

The statement of activities is attached to and made a part of this grant agreement.

This grant agreement is subject to current Rural Development regulations
and any future regulations not inconsistent with the express terms hereof.

Grantee has caused this grant agreement to be executed by its duly

authorized FREEHOLDER DIRECTOR

properly attested to and its corporate seal affixed by its duly

authorized CLERK OF THE BOARD

Attest:

Grantee:

By: _____

ROBERT M. DAMMINGER, FREEHOLDER DIRECTOR
(Title)

Date of Execution of Grant Agreement by Grantee:

United States Of America
Rural Development

By: _____

HOWARD HENDERSON, STATE DIRECTOR
(Title)

Date of Execution of Grant Agreement by Rural
Development:

oOo

**RESOLUTION AUTHORIZING A FLASHING SIGNAL AGREEMENT BETWEEN
THE COUNTY OF GLOUCESTER AND THE TOWNSHIP OF WOOLWICH**

WHEREAS, a traffic condition exists at the intersection of Auburn Road, County Route 551 and Oldmans Creek Road, County Route 602, in the Township of Woolwich (hereinafter the "Township"), County of Gloucester (hereinafter the "County"), (hereinafter the "Intersection") which requires the installation and operation of flashing beacons; and,

WHEREAS, it is necessary to expedite the safe movement of vehicular traffic through the Intersection for this purpose; and,

WHEREAS, The County has indicated its willingness to install a flashing beacon at the Intersection; and,

WHEREAS, The County has proposed a form of agreement pertaining to the installation and maintenance of said flashing beacon at the Intersection, which agreement sets out the specifics as to responsibilities for design, maintenance and costs.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director and Clerk of the Board are hereby authorized to execute a Flashing Signal Agreement between the County of Gloucester and the Township of Woolwich for the purpose aforesaid, a copy of said agreement being attached hereto and made part hereof.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, State of New Jersey held on December 7, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

⚡ Flashing Signal Agreement ⚡

THIS AGREEMENT, made this 7th day of December, 2011, between the **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey, hereinafter referred to as "County", and the **TOWNSHIP OF WOOLWICH**, a political subdivision of the State of New Jersey, hereinafter referred to as "Township".

WHEREAS, a traffic condition exists at County Route 551 (Auburn Road) where it intersects County Route 602 (Oldmans Creek Road) (TF-24-14) in the Township of Woolwich, County of Gloucester, and State of New Jersey (hereinafter referred to as the "Intersection"), which requires the installation and operation of a flashing warning beacon/signal in order to minimize the number and severity of traffic accidents, and to expedite the safe movement of traffic, and

WHEREAS, the parties desire to enter into an agreement with respect to each of their respective rights, obligations and responsibilities regarding the design, cost, installation, construction, inspection, operation, maintenance, and enforcement of the said flashing warning beacon/signal, and

WHEREAS, it is the purpose of this Agreement to provide for the participation of the County, and the Township, in the design, cost, installation, construction, inspection, maintenance, operation, and enforcement of the said flashing warning beacon/signal at the Intersection;

NOW, THEREFORE, WITHNESSETH, that for and in consideration of the mutual covenants and agreements contained herein, the County and the Township, hereby agree as follows:

1. The County shall prepare appropriate design drawings and specifications for the construction and installation of a flashing warning beacon/signal at the Intersection for the review and final approval of the County's Engineer.
2. The County shall submit to the County's Engineer the design drawings and specifications for the flashing warning beacon/signal for review and final approval; and shall be responsible to obtain such approval.
3. The County Engineer shall review the flashing warning beacon/signal design drawings and specifications, and when same meet with all applicable Federal, State, County and Municipal statutes, laws, rules, regulations, and ordinances, issue a final approval of and for them.
4. The County Engineer will determine the character, type, location, and operation of the flashing warning beacon/signal in accordance with N.J.S.A. 39:4-120, and all other applicable statutes, laws, rules and regulations.
5. The County shall construct and install the flashing warning beacon/signal in accordance with the design drawings and specifications that are given final approval by the County Engineer.
6. The Township's electrical inspector shall inspect the electrical installation for the flashing warning beacon/signal upon completion, and certify it to the electrical utility.
7. The cost of approval, design, installation and construction of the flashing warning beacon/signal shall be borne and paid by the County.
8. The Township shall pay all the cost of the electrical power for the flashing warning beacon/signal following completion of the construction and installation of same; and shall continue to be responsible for the payment of the ongoing electrical power for the flashing warning beacon/signal, as long as the flashing warning beacon/signal shall remain in operation.
9. Prior to the flashing warning beacon/signal being made operational, the County Engineer, shall inspect the flashing warning beacon/signal to verify that it has been properly constructed and installed, and shall certify same to the Commissioner of Transportation.
10. The County, at its sole cost and expense, shall periodically inspect, and provide all routine maintenance for, the flashing warning beacon/signal.
11. If the County or Township desires to have the flashing warning beacon/signal, or any part of it, relocated in the future, any cost incurred in the relocation shall be borne by the party requesting the relocation. No relocation of the flashing warning beacon/signal may be undertaken unless the County and Township shall both agree in writing to same.

12. If the County requests assistance of the Township Police Department during routine or emergency maintenance of the flashing warning beacon/signal, the Township shall provide traffic assistance at no cost to the County. If Police assistance is required for routine maintenance of the flashing warning beacon/signal, the County shall schedule same with the Township Police Department at least forty-eight (48) hours in advance. In an emergency, the Police Department will reasonably respond as necessitated by a County request.
13. The Township hereby agrees that it will defend, indemnify and save the County harmless from and against any and all claims from the acts or omissions of its agents, servants, employees or contractors.
14. The County hereby agrees that it will defend, indemnify and save the Township harmless from and against any and all claims from the acts or omissions of its agents, servants, employees, or contractors.
15. The County and the Township certify that all things required by law to be done and performed by them to enable them to carry out this Agreement have been done and performed, or will be done and performed in a timely manner.
16. The operation of the flashing warning beacon/signal shall not be discontinued unless the County and Township shall both agree in writing to such discontinuance, and removal of same.
17. This Agreement shall be governed by the laws of the State of New Jersey.
18. The County may record this Agreement with the County Clerk.

IN WITNESS THEREOF, the County, and the Township, have caused this Agreement to be duly executed by their proper officers, and their corporate seals to be hereunto affixed, and attested by their Clerks, as of the day and year first written above.



County of Gloucester

ATTEST:

By: _____
Robert M. Damminget, Director

By: _____
Robert N. DiLella, Clerk

Township of Woolwich

ATTEST:

By: _____
Samuel Maccarone, Jr., Mayor

By: _____
Jane B. DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH AUTHORIZING THE EXECUTION OF A FLASHING
SIGNAL AGREEMENT BETWEEN THE TOWNSHIP OF WOOLWICH AND THE COUNTY OF GLOUCESTER**

R-2011-203

WHEREAS, a traffic condition exists at Auburn Road (CR 551) where it intersects Oldmans Creek Road (CR 602) in the Township of Woolwich in the County of Gloucester which requires the installation and operation of a flashing warning/beacon signal in order to minimize the possibility of accidents, and to expedite the safe movement of traffic; and

WHEREAS, the Township of Woolwich and County of Gloucester wish to enter into an agreement with respect to the installation, inspection, operation, maintenance and enforcement of the flashing signal; and

WHEREAS, the purpose of this agreement is to provide for the participation of the County and Township in regard to the cost of design, installation, inspection, maintenance, operation and enforcement of the said flashing signal, at the aforesaid intersection; and

WHEREAS, the Township shall be responsible to pay for electrical power to the traffic signal as long as it remains in operation, and to also reimburse the County for 25% of the construction costs associated with the installation of the flashing signal and associated intersection improvements; and

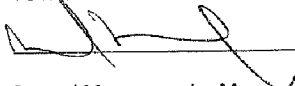
WHEREAS, the Township is willing to take on these responsibilities and others as detailed within said agreement attached hereto:

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Woolwich as follows:

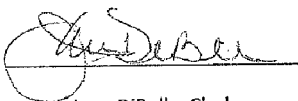
1. That the Woolwich Township Committee hereby agrees to enter into a Flashing Signal Agreement to be located at the intersection of Auburn Road (CR 551) and Oldmans Creek Road (CR 602) for the safe passage of traffic at said intersection.
2. That the Township of Woolwich hereby agrees to abide by its responsibilities as outlined in said agreement attached hereto.
3. That the Woolwich Township Mayor is authorized to execute said agreement on the behalf of the Township of Woolwich.

Adopted this 7th day of November, 2011

TOWNSHIP OF WOOLWICH


Samuel Maccarone Jr., Mayor

ATTEST:


Jane DiBella, Clerk

**RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT #5
TO CONTRACT BETWEEN THE COUNTY OF GLOUCESTER
AND T&M ASSOCIATES IN THE AMOUNT OF \$25,000.00**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 7, 2007 authorizing the execution of a professional services contract, per RFP-07-046, between the County of Gloucester (hereinafter the "County") and T&M Associates (hereinafter "T&M"), with offices 1256 N. Church Street, Moorestown, NJ 08067-1129, for engineering services relative to the Route 322 Improvements in the Township of Harrison, which is known as Engineering Project #07-06 (hereinafter the "Project"); and

WHEREAS, the total amount of the original contract for the Project was \$249,549.87 for said services, amended (#01) to \$276,549.87 by Resolution passed on November 25, 2008; and

WHEREAS, the total amount of the original contract for the Project was \$249,549.87 for said services, amended (#02) to \$291,549.87 by Resolution passed on October 7th, 2009; and

WHEREAS, the total amount of the original contract for the Project was \$249,549.87 for said services, amended (#03) to \$350,339.87 by Resolution passed on April 21st, 2010; and

WHEREAS, the total amount of the original contract for the Project was \$249,549.87 for said services, amended (#04) to \$397,609.87 by Resolution passed on February 16, 2011; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended a fifth amendment to the contract which will increase the total amount of the contract with T&M by \$25,000.00, resulting in a new total contract amount of \$422,609.87, the costs of which are 100% State Aid Funded; and

WHEREAS, this contract amendment is necessitated by the need for additional Engineering Services associated with Remedial Investigation Services relative to the Project; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the total contract amount, will continue in full force and effect; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$25,000.00, pursuant to C.A.F. #11-10592, which amount shall be charged against budget line item C-04-09-012-165-12219.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute an Amendment (#5) to the contract between the County of Gloucester and T&M Associates to increase the contract amount by TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00), for additional Engineering Services as set forth hereinabove for the Project for a new contract amount of \$422,609.87.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on December 7, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B4

**AMENDMENT TO CONTRACT
BETWEEN
T & M ASSOCIATES
AND THE
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract which was entered into on the 7th day of November, 2007, by and between **T & M ASSOCIATES**, with offices at 1256 North Church Street, Moorestown, NJ 08057-1129, hereinafter referred to as "**Contractor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, Contractor and County hereby agree to amend the contract as follows:

The Contract is amended to provide for additional Engineering Services associated with Remedial Investigation Services relative to the Route 322 Improvements in the Township of Harrison, Gloucester County, Engineering Project #07-06.

The Contract is further amended to provide that the total contract amount is increased by \$25,000.00 for compensation relative to said additional services, thereby resulting in a new total contract amount of \$422,609.87, the cost of which is 100% State Aid Funded.

All other terms and provisions of the Contract and conditions set forth therein that are consistent with this Addendum and State requirements, shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

T & M ASSOCIATES

By:

Title:

B4

COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 11-10592 DATE November 15, 2011
C-04-09-012-165-12219 (\$25,000.00)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$25,000.00 COUNTY COUNSEL August E. Knestaut, Esq.


DESCRIPTION:

Professional Services Contract Modification #5 required for additional Engineering Services associated with Remedial Investigation Services relative to the Route 322 Improvements and Widening in the Township of Harrison, Gloucester County. Engineering Project #07-06.

VENDOR: T & M Associates.

ADDRESS: Regional Office:
1256 North Church Street

Moorestown, NJ 08057


DEPARTMENT HEAD APPROVAL

Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED


PURCHASING AGENT

☐ RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED

11-30-11

Meeting Date: December 07th, 2011

**RESOLUTION AUTHORIZING THE EXECUTION OF AGREEMENT
MODIFICATION #1 TO FEDERAL AID AGREEMENT # 09-DT-BLA-497
BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE NJ
DEPARTMENT OF TRANSPORTATION TO DECREASE FUNDING
IN THE AMOUNT OF \$1,498,314.00, RESULTING IN THE NEW TOTAL
AGREEMENT AMOUNT OF \$2,628,616.00 AS TO FEDERAL PROJECT
#FS-0177 (106)**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on September 2, 2009, authorizing the execution of Federal Aid Agreement #09-DT-BLA-497 in the total amount of \$4,126,930.00 between the County of Gloucester and the NJ Department of Transportation for Resurfacing and Safety Improvements to Tuckahoe Road (CR555) in the Townships of Franklin and Monroe, as per Federal Project # FS-0177 (106), Construction and Engineering Project #08-15 FA (hereinafter the "Agreement"); and

WHEREAS, a modification to the Agreement is necessary, which will decrease the total amount by \$1,498,314.00, resulting in the new total Agreement amount of \$2,628,610.00; and

WHEREAS, all other terms and provisions of the original Agreement not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director and Clerk of the Board are hereby authorized to execute Agreement Modification No. 1 to Federal Aid Agreement #09-DT-BLA-497, by and between the County of Gloucester and the NJ Department of Transportation, to decrease the agreement by \$1,498,314.00, for the aforementioned purposes on behalf of the County of Gloucester; and

BE IT FURTHER RESOLVED that all other terms and provisions of Federal Aid Agreement #09-DT-BLA-497 shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, December 7, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**

B6

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #01-
FINAL WITH SOUTH STATE, INC. IN THE AMOUNT OF \$65,108.28**

WHEREAS, the County of Gloucester (hereinafter the "County") previously advertised for the receipt of public bids for the construction of the Resurfacing and Safety Improvements to County Route 536, AKA State Highway Rte. 322, Between County Route 623 and County Route 618 in the Township of Harrison, Gloucester County, Federal Project No. FS-0012(110) ARRA Federal Stimulus Project, Engineering Project #08-17FA, (hereinafter the "Project"); and

WHEREAS, a contract for the Project was previously awarded by the County to South State, Inc. (hereinafter "South State"), with offices at P.O. Box 68, Bridgeton, NJ 08302, for a total of \$783,223.80 (hereinafter the "Contract"); and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer for the County, has recommended a change order that will decrease the amount of the contract between the County and South State by \$65,108.28, resulting in a new total contract amount of \$718,115.52; said decrease reflects project as-built quantities, including direct reimbursement to the contractor, South State, for the municipal police traffic directors required to construct the project, all resulting in the said contract decrease; and

WHEREAS, the Project is a 100% Federally funded stimulus project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. That the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "Board") does hereby approve the hereinabove referenced Change Order #01-Final regarding the Contract for the Project; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order #01-Final for the aforementioned purposes on behalf of the County; and
3. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order #01-Final regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, December 7, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

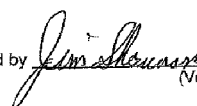
ROBERT N. DILELLA, CLERK

BLO

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

1. Name & Address of Vendor: South State, Inc.
P.O. Box 68
Bridgeton, NJ 08302
2. Description of Project or Contract: Proposed Resurfacing & Safety Improvements of CR536, AKA State Highway Rte 322 Between CR 623 and CR 618 in the Township of Harrison
3. Date of Original Contract: 11/24/2009
4. P.O. Number: 09-13724
5. Amount of Original Contract: \$ 783,223.80
6. Amount of this Change Order – No. 1 Decrease Final: \$ (65,108.28)
7. New Total Amount of Contract
(Total of Numbers 5, 6 & 7 Above) \$ 718,115.52
8. Need or Purpose of this Change Order: Adjust contract amount to reflect projected as built quantities, including direct reimbursement to the Contractor for the Municipal Police Traffic Directors required to construct the project. This project is 100% Federally Funded.

This change order requested by  on 11-12-11
(Department Head) (Date)

Accepted by  on 11-17-2011
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLella, Clerk

By: _____
Robert M. Damminger, Director

TO ALL VENDORS:

THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER WITH APPROPRIATE RESOLUTION.

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 1 of 2
Order No. No. 1 Final
Order Letter
Date October 4, 2011

Project Resurfacing and Safety Improvements to CR536, aka State Highway Route 322 between County Road 623 and County Road 618 in the Township of Harrison, County of Gloucester
Federal Project No. FS-0012 (110) Doc. No.
Contractor South State, Inc.

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of proposed order County Road 536, Township of Harrison, County of Gloucester

Nature and reason of order: Adjustment to Contract Quantities to reflect actual installed for project closeout.

☒ Extension ☐ Reduction of time recommended this order 115 days

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL	CONTRACT TIME
Amount of original contract	\$ 783,223.80	\$ 0.00	\$ 783,223.80	Original Completion Date 07/24/2010
Adjusted amount based on order No.1	\$ 718,115.52	\$ 0.00	\$ 718,115.52	Adjustment This Order (+ or -) 115 Previous Adjustments (+ or -) 0 Adjusted Completion Date 11/16/2010

ORDER NO. 01	Road	Bridge	Total	RESERVED FOR FHWA OR F.T.A.
Extra Work	\$ 28,936.20	\$ 0.00	\$ 28,936.20	
Increases	\$ 1,773.70	\$ 0.00	\$ 1,773.70	
Decreases	\$ (95,818.18)	\$ 0.00	\$ (95,818.18)	
Total (Reduction)	\$ (65,108.28)	\$ 0.00	\$ (65,108.28)	

Recommended:


Vincent M. Voltaggio, P.E.
Gloucester County Engineer
Date 11-17-11

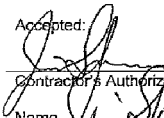
Approved:

Approved for Funding Participation Purposes:

Robert M. Damminger
Freeholder Director
Date
Manager, Local Aid, District #4
Date

ALTERNATE PROCEDURES PROJECTS
This order is approved for Federal participation.
Director, Local Aid & Economic Development
Date

Accepted:


Contractor's Authorized Signature
Name
Title
Date 11-17-2011

☒ Unprotected
☐ Protested by letter dated _____ attached.

CONTRACTS PAYABLE SECTION
Reviewed by
Input Submitted by
Certification of Funds
Director of Accounting & Auditing
Date

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER**

Sheet **2 of 2**
Order No. **No. 1 Final**
Order Letter
Date **October 4, 2011**

Project **Resurfacing and Safety Improvements to CR536, aka State Highway Route 322 between County Road 623 and County Road 618 in the Township of Harrison, County of Gloucester**

Federal Project No. **FS-0012 (110)** Doc. No. _____

Contractor **South State, Inc.**

ITEM NO.	DESCRIPTION	QUANTITY (+/-)	UNIT PRICE	AMOUNT
Decrease Items				
3	Borrow Excavation	(20)	\$30.00	(\$600.00)
4	HMA Milling, 3" or less	(4,721)	\$4.00	(\$18,884.00)
5	HMA12.5H 64 Surface Course, 3" Thick	(4,721)	\$10.00	(\$47,210.00)
6	HMA 9.5H 64 Leveling Course	(150)	\$65.00	(\$9,750.00)
7	Reset Guiderail With Existing Post	(66)	\$8.00	(\$448.00)
10	Tack Coat	(2,405)	\$0.01	(\$24.05)
11	9"x18" Concrete Vertical Curb	(60)	\$35.00	(\$2,100.00)
12	Partial Depth Concrete Repair	(250)	\$2.75	(\$687.50)
13	Full Depth Reinforced Concrete Repair	(250)	\$4.75	(\$1,187.50)
15	Sealing Joints in concrete Surface Course Prior to Overlay	(38,000)	\$0.01	(\$380.00)
16	Concrete Driveway, Reinforced, 6" Thick	(150)	\$5.00	(\$750.00)
17	Hot Mix Asphalt Driveway, 2" Thick	(662)	\$0.50	(\$331.00)
18	HMA 19.5H64 Base Course, 4" Thick	(30)	\$50.00	(\$1,500.00)
21	Reset Existing Casting	(2)	\$250.00	(\$500.00)
22	Reset Water Valve Boxes	(10)	\$10.00	(\$100.00)
23	Reset Gas Valve Boxes	(5)	\$10.00	(\$50.00)
27	Removal of Traffic Stripes	(228)	\$1.00	(\$228.00)
28	Traffic Markings, Thermoplastic	(127)	\$3.00	(\$381.00)
29	Traffic Stripes, Long-Life, Epoxy Resin 4"	(2553)	\$0.27	(\$689.31)
31	Removal of RPM	(132)	\$0.01	(\$1.32)
32	RPM Bi-Directional, Amber Lens	(134)	\$25.00	(\$3,350.00)
33	RPM Bi-Directional, Blue Lens	(2)	\$25.00	(\$50.00)
34	RPM Mono-Directional, Amber Lens	(40)	\$25.00	(\$1,000.00)
35	Turf Repair Strip	(12,657)	\$0.10	(\$1,265.70)
36	Topsoiling, 4" Thick	(50)	\$5.00	(\$300.00)
37	Fertilizing and Seeding, Type A-3	(50)	\$1.00	(\$50.00)
38	Straw Mulching	(50)	\$0.50	(\$25.00)
39	Construction Signs	(828)	\$0.10	(\$82.80)
40	Traffic Directors, Flaggers	(480)	\$0.10	(\$48.00)
42	Traffic Control Trucks with Mounted Crash Cushions	(1)	\$1.00	(\$1.00)
44	Drums	(200)	\$0.10	(\$20.00)
45	Traffic Cones	(200)	\$0.10	(\$20.00)
46	Temporary Traffic Stripes, 4"	(21,100)	\$0.18	(\$3,798.00)
47	Breakaway Barricade	(60)	\$0.10	(\$6.00)
Subtotal				(\$95,818.18)
Increase Items				
8	Guide Rail Spacer Block	11	\$50.00	\$550.00
9	Sawing and Sealing Joints in HMA Overlay	971	\$0.70	\$679.70
25	Rip Rap Stone Slope Protection, 12" Thick	6.8	\$80.00	\$544.00
Subtotal				\$1,773.70
Extra Work Items				
SUP 1	Police Traffic Directors	320.5	\$60.00	\$19,230.00
SUP 2	HMA Commercial Driveway Restoration	420	\$23.11	\$9,706.20
Subtotal				\$28,936.20

Amount of Original Contract \$ 783,223.80

Adjusted Amount Based on Change Order No. 01 \$ 718,115.52

Total Change (Decrease) \$ (65,108.28)

% Change in Contract (8.3129%)

[(+) Increase or (-) Decrease]

DI

**RESOLUTION AUTHORIZING THE PURCHASE OF A MAINTENANCE CONTRACT
FROM JOHNSTON COMMUNICATIONS ON THE SENTINEL FOR AVAYA 9-1-1
TELEPHONE EQUIPMENT THROUGH STATE CONTRACT NUMBER A69907
FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND
A MAXIMUM CONTRACT AMOUNT OF \$43,016.42
FOR PERIOD OCTOBER 31, 2011 THROUGH SEPTEMBER 30, 2012**

WHEREAS, the County of Gloucester has a need to purchase a maintenance contract on our Sentinel for Avaya 9-1-1 phone equipment; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County of Gloucester can purchase the said contract from Johnston Communications, for a minimum contract amount of Zero and a maximum contract amount of \$43,016.42, through State Contract No. A69907; and

WHEREAS, the contract shall be for an estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$43,016.42. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond the first three (3) months of 2012 is conditioned upon the approval of the 2012 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase a maintenance contract on the Sentinel for AVAYA 9-1-1 Telephone Equipment for the County of Gloucester from Johnston Communications, for a minimum contract amount of Zero and a maximum contract amount of \$43,016.42, through State Contract Number A69907; and

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, December 7, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E1

**RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER
TO EXECUTE ANY AND ALL DOCUMENTS PERTAINING TO THE NATIONAL
EMERGENCY FOOD AND SHELTER PROGRAM 2011 GRANT CONTRACT AND
ACCEPT THE FUNDS FOR THIS AGREEMENT IN AN AMOUNT NOT
TO EXCEED \$10,000.00**

WHEREAS, the County of Gloucester wishes to accept this agreement with the National Emergency Food and Shelter Program which provides for the distribution of food certificates to families and individuals who come to the Division of Social Services in need of food; and

WHEREAS, the grant agreement is for the period beginning January 1, 2011 and concluding December 31, 2011; and

WHEREAS, the funds to be received from the National Emergency Food and Shelter Program in the amount not to exceed \$10,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized to accept the funds from the National Emergency Food and Shelter Program and sign all documentation necessary; and

BE IT FURTHER RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to sign any and all documents pertaining to the National Emergency Food and Shelter Program 2011 Grant; and

BE IT FURTHER RESOLVED that upon receipt of the fully executed agreement for grant funds from the National Emergency Food and Shelter Program, the funds will be used pursuant to the terms of said agreement between the County of Gloucester and the National Emergency Food and Shelter Program in the amount not to exceed \$10,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, December 7, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK



E1

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: Ed Smith

DEPARTMENT: Social Services

GRANT TITLE: Emergency Food and Shelter Grant

DATE: November 22, 2011

CERTIFICATION LETTER

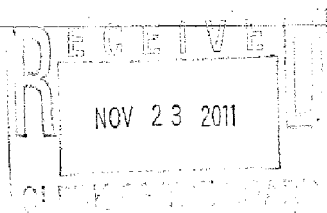
The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]
Grants Coordinator

FREEHOLDER MEETING: December 7, 2011

New Jersey Relay Service -- 711
Gloucester County Relay Service
(TTY/ITD) -- (856)848-6616



GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: October 28, 2011

1. TYPE OF GRANT

 X NEW GRANT

 RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER:

2. GRANT TITLE: National Emergency Food and Shelter Program

3. GRANT TERM: FROM:1/1/2011 TO:12/31/2011

4. COUNTY DEPARTMENT: GC Division of Social Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Hazel Porter-256-2270

6. NAME OF FUNDING AGENCY: National Emergency Food and Shelter Program

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD):

The National Food and Shelter Board has allotted \$66,690 to Gloucester County for emergency needs of County residents. The Local Emergency Food and Shelter Board, through Gloucester County Human Services Advisory Council has awarded \$10,000 of this to the Gloucester County Division of Social Services to purchase food certificates. The certificates are distributed to families and individuals who come to the Division of Social Services in need of food.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT	NAME	AMOUNT

9. TOTAL SALARY CHARGED TO GRANT: \$

10. INDIRECT COST (IC) RATE: %

11. IC CHARGED TO GRANT \$

12. FRINGE BENEFIT RATE CHARGED TO GRANT: _____%

13. DATE APPLICATION DUE TO GRANTOR _____

14. FINANCIAL: REQUESTED MANDATED

GRANT FUNDS \$10,000 _____

CASH MATCH _____
(Attach Documentation)

IN-KIND MATCH \$0 _____

TOTAL PROGRAM BUDGET: \$ 0 _____

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?
YES X NO _____

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY GRANTS
COORDINATOR, WHO WILL FORWARD IT TO THE CLERK OF THE
BOARD. lcernv@co.gloucester.nj.us Yes X No _____

DEPARTMENT HEAD: Edward J. [Signature]
Signature

DATE: 11/4/11

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: 11/18/11 ay

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. [Signature]
Signature

2. _____
Signature

Revised: 9/22/03

2011 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

The Gloucester County Division of Social Services is seeking to assist in addressing the emergency food needs of Gloucester County residents by having a supply of \$10 and \$25 denomination food cards readily available for distribution to anyone in need of food once every sixty (60) days. All food cards will be stamped "food only". Each Gloucester County resident requesting emergency food will be allocated \$10 per person per day for a maximum of three (3) days. Careful records of all food cards distributed will be kept by the Accounting Department.

20430-Food: \$10,000.00

FORM C-2
SUBMISSION DATE:

DEPARTMENT: 345
Division of Social Services REVISION DATE:

FEMA – 2011 Budget of \$10,000

Goal: To purchase food certificates to distribute to families and individuals who come to the Division of Social Services in need of food

BUDGET CATEGORY	FUNDS REQUESTED
Other	
Purchase Food Certificates	\$10000

DUE: Thursday, October 20, 2011

TIME: 10:00 a.m.

ATT: Calvin McFarland, Jr.
G.C.D.H.S.

ADDRESS: Purchasing Department
County of Gloucester
2 S. Broad St.
Second floor
Woodbury, NJ 08096

NUMBER: One (1) original & seven (7)
Copies

F.E.M.A. Phase XXIX Emergency Food & Shelter Grant

(Funding Proposal)

Submitted by:

Hazel Porter

Gloucester County Division of Social Services

400 Hollydell Drive

Sewell, New Jersey 08080

10-20-11

FY2011 EMERGENCY FOOD AND SHELTER GRANT
GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES

APPLICATION FOR FY2011 EMERGENCY FOOD AND SHELTER GRANT

Agency Legal Name: **Gloucester County Division of Social Services**

Agency Principal: **Edward Smith**

Agency Contact for Application Questions: **Hazel Porter**

Agency Contact for EFSP: **Hazel Porter**

Agency Physical Address: **400 Hollydell Drive, Sewell, New Jersey 08080**

Agency Mailing Address: **400 Hollydell Drive, Sewell, New Jersey 08080**

Address for Services: **400 Hollydell Drive, Sewell, New Jersey 08080**

Agency Phone Number: **856-582-9200**

Agency fax number: **856-256-2885**

Agency email for Principal: **esmith@co.gloucester.nj.us**

Agency email for Contact: **hporter@co.gloucester.nj.us**

Agency website: **www.co.gloucester.nj.us**

Agency Federal Employee Identification Number (FEIN): **26-6000663**

Agency DUNS Number (9 digits): **957362247**

Congressional District: **Gloucester County- New Jersey**

Amount of funding requested by program area: **\$10,000**

Agency Operating budget:

Agency budget for the program area requested: **N/A**

Provide copy of the agency's most recent annual audit: **N/A**

Is agency non-profit or unit of government?: **Unit of government**

If non-profit provide a roster of the agency's volunteer board: **n/a**

Is agency debarred or suspended from receiving funds or doing business with Federal government? **NO**

Deadline date and time: **October 20, 2010 @ 10am**

FY2011 EMERGENCY FOOD AND SHELTER GRANT
GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES
SERVICE NARRATIVE

The mission of the Gloucester County Division of Social Services is to provide services to residents of Gloucester County that are mid to low income individuals and families, disabled persons and senior citizens that are at risk. The Division administers the following programs:

- Temporary Assistance to Needy Families (TANF)
- General Assistance (GA)
- Medicaid Programs
- Food Stamps (SNAP)
- Child Support Services
- Emergency Assistance (for households receiving cash assistance (TANF or GA) and SSI recipients)

2010 saw an major increase in those that presented to the Division for services as described above due to the changes in the economic area. Applications for benefits escalated and many presented having immediate needs. The FEMA funding assisted in providing an immediate need to those applying for services. Through mid-October 150 families or individuals had been serviced through this funding source with a current balance of \$800 remaining. These cards are expected to be exhausted prior to the end of the year.

Clients are issued store food cards in the \$20 denominations and are distributed according to the family size. These cards which are designated for "food items only" are purchased through the Acme Markets in \$20 denominations. Note that there are a number of Acme Markets that are situated throughout Gloucester County and are accessible to all county residents. This food chain also offers the agency a 5% discount that is given to the agency in the form of additional food cards. They have also accommodated the agency's request to have the cards imprinted to reflect "for food only."

Individuals can only receive assistance once within a 60 day period, which can accommodate their needs for a maximum of up to three (3) days. When it has been determined that there is a need, social workers or case workers can make the needed referral. Clients are required to sign a receipt. This document is then given to a worker in the Accounting department who will dispense the card to the client. The Accounting department is responsible for maintaining records of the client and cards distributed.

FY2011 EMERGENCY FOOD AND SHELTER GRANT
GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES

As the Gloucester County Division is the agency that clients come to for a variety of services having the food cards for those in need can meet an immediate need until client can apply and be determined eligible for services as needed.

Agency requesting funding to purchase food cards; to accommodate meals at an average cost of \$9.00 per meal:

PURCHASE	AMOUNT	#OF MEALS
500 food certificates	\$10,000	1111

1) Amount Requested

*Estimated Level of Service

A: FOOD	\$ 10,000	* #9 per meal @ 1,111 meals * #9 per meal @ 1167 meals * w/5% discount included
B: MASS SHELTER (On Site)	\$	* *
C: OTHER SHELTER	\$	* *
D: RENT/MORTGAGE	\$	* *
E: REHABILITATION	\$	* *
F: ENERGY ASSISTANCE	\$	* *
G. ADMINISTRATION (LIMITED TO 2%)	\$ 0.00	////////////////////
H. TOTAL APPLICATION AMOUNT (total a thru f)	\$ 10,000	////////////////////

2) Attach additional sheet(s) detailing your expenditure for each category

**Estimate number of meals per grocery order or voucher if not served directly. For example, a voucher for a grocery order to feed a family of 4 for 3 days would be estimated as 36 meals (4 people x 3 days x 3 meals). For Shelter, multiply the number of people in a family times the number of nights in the assistance period (a family of 5 receiving 1 month only mortgage assistance would be 150 nights lodging - 5 people x 30 nights).

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that

1. No Federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, contribution, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Gloucester County Division of Social
LRO Name Services

5976000-002
Local Board ID number

Linda Brown
Representative Name/Signature
LINDA BROWN
DIRECTOR

10/20/11
Date

NOTE: Standard Form LLL and instructions are available at www.grants.gov.

AGENCY Gloucester County
Division of Social Ser.

EVALUATOR _____

CRITERIA FOR EVALUATING PROPOSAL FOR
FEMA PHASE 29 FUNDING FOR
GLOUCESTER COUNTY NJ
EMERGENCY FOOD AND SHELTER GRANT

I. Technical Criteria for Evaluation
Proposed Service(s)

- a) Does the vendor understand the scope of work?
- b) Is the vendor's proposal complete and responsive to the BID package?

Points: _____

II. Management Criteria

1. Project Management

- a) Does the vendor have the administrative capacity to perform the project?
- b) Is there a management plan?
- c) Will the proposed project provide service to

Points: _____

2. History and Experience

- a) Does the vendor have a record of providing quality services?
- b) Does the vendor have prior experience with county funding?

Points: _____

3. Staff Experience

- a) Does the vendor's staff have documentation showing experience in providing the proposed services?
- b) Does the vendor's staff have knowledge in providing services to the proposed Target population?

Points: _____

III. Service Area and Facilities Location

- a) Does the vendor have facilities located within the intended service area?

Points: _____

IV. Project Cost

- a) Is the price of the project adequately explained?
- b) Is the price reasonable when compared to other similar services?

Points: _____

LOCAL RECIPIENT ORGANIZATION CERTIFICATION

All LROs must sign the certification at the beginning of each funding cycle. The certification must be retained by the Local Board.

As a recipient of Emergency Food and Shelter National Board Program (EFSP) funds made available for Phase 29 and as the duly authorized representative of Gloucester County Division of Social Services
I certify that my public or private organization: (NAME OF LRO)

Please check ☒ Has read, understands and agrees to abide by the EFSP Phase 29 Responsibilities and Requirements Manual.

- Is not debarred or suspended from receiving Federal funds,
- Has the capability to provide emergency food and/or shelter services
- Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services,
- Is nonprofit or an agency of government,
- Will not use EFSP funds as a cost-match for other Federal funds or programs,
- Has an accounting system, and will pay all vendors by an approved method of payment,
- Conduct an independent annual review if receiving \$25,000-\$49,999; an independent annual audit if receiving \$50,000 or more in EFSP funds, and an OMB Circular A-133 if receiving \$500,000 or more in Federal funding.
- Has not received an adverse or no opinion audit,
- Understands that cash payments (including petty cash) are not eligible under EFSP,
- Has provided a Federal Employer Identification Number (FEIN) to EFSP,
- Has provided a Data Universal Number System (DUNS) number issued by Dun & Bradstreet (D&B) and required associated information to EFSP,
- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds),
- Will not charge a fee to clients for EFSP funded services,
- Has a voluntary board if private not-for-profit,
- Will comply with the Phase 29 Responsibilities & Requirements Manual, particularly the Eligible and Ineligible Costs section, and will inform appropriate staff or volunteers of EFSP requirements,
- Will provide all required reports to the Local Board in a timely manner; (i.e., Second Payment/Interim Request and Final Reports),
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks — front and back, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved,
- Will spend all funds and close-out the program by my jurisdiction's selected end-of-program date and return any unused funds to the National Board (\$5.00 or more; checks made payable to United Way Worldwide/Emergency Food and Shelter National Board Program, 701 North Fairfax Street, Suite 310, Alexandria, VA 22314),
- Will provide complete, accurate documentation of expenses to the Local Board, if requested, following my jurisdiction's selected end-of-program date,
- Will comply with the Office of Management and Budget Circular A-133 if expending \$500,000 or more in Federal funds,
- Will comply with lobbying prohibition certification and disclosure of lobbying activities if receiving \$100,000 or more in EFSP funds, if applicable, and
- Has no known EFSP compliance exceptions in this or any other jurisdiction.

This form can be found on the website; after reading it, please sign and forward to your Local Board.

FISCAL AGENT/FISCAL CONDUIT AGENCY
RELATIONSHIP CERTIFICATION

This certification must be signed by each Fiscal Agent/Conduit agency at the beginning of each funding cycle and must be retained by the Local Board and Fiscal Agent/Fiscal Conduit.

As a recipient (through the fiscal agent/conduit noted below) of Emergency Food and Shelter National Board Program (EFSP) funds made available for Phase 29 and as the duly authorized representative of Gloucester County Division of Soc. Services I certify that my public or private agency:
(NAME OF AGENCY)

- Is not debarred or suspended from receiving Federal funds,
- Has the capability to provide emergency food and/or shelter services,
- Will use funds to supplement and extend existing resources and not to substitute or reimburse ongoing programs and services,
- Is nonprofit or an agency of government,
- Will not use EFSP funds as a cost match for other Federal funds or programs,
- Has fiscal agent/fiscal conduit approved by the Local Board:

(Name of Fiscal Agent/Fiscal Conduit),

- Practices non-discrimination (agencies with a religious affiliation, will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds),
- Has provided a Federal Employer Identification Number (FEIN) to EFSP,
- Has provided a Data Universal Number System (DUNS) number issued by Dun & Bradstreet (D&B) and required associated information to EFSP,
- Will not charge a fee to clients for EFSP funded services,
- Has a voluntary board if private, not-for-profit,
- Will comply with the Phase 29 Responsibilities & Requirements Manual, particularly the Eligible and Ineligible Costs section, and will inform appropriate staff or volunteers of EFSP requirements,
- Will provide all required information to the Fiscal Agent/Fiscal Conduit,
- Will incur expenses for eligible program costs and will submit complete, accurate documentation on all expenditures to the Fiscal Agent/Fiscal Conduit for payment to the vendors,
- Will spend all funds and close-out the program by the jurisdiction's selected end-of-program date, and
- Has no known EFSP compliance exceptions in this or any other jurisdiction.

This form can be found on the website; after reading it, please sign and forward to your Local Board.

E2

RESOLUTION AUTHORIZING MODIFICATION BY AND BETWEEN GLOUCESTER COUNTY AND NJ TRANSIT TO THE 2009 JOB ACCESS AND REVERSE COMMUTE (JARC) ROUND 11 GRANT FUND BY \$199,859.40 AND EXTENDING THE TERM OF THE GRANT THROUGH JUNE 30, 2013

WHEREAS, the Gloucester County Board of Chosen Freeholders passed a Resolution on April 1, 2009 approving a Grant from NJ Transit with a modification to this same grant approved on June 2, 2010 for a total grant amount of \$960,000.00; and

WHEREAS, this funding is specifically for the purpose of transport services to Gloucester County residents relative to employment, literacy, and other activities; and

WHEREAS, said transportation services shall be provided by the Division of Transportation Services (DTS), and include bus transportation and demand-responsive transportation to County residents utilizing the grant funds; and

WHEREAS, the term of the grant is being modified to extend through June 30, 2013; and

WHEREAS, the total amount of this modification is \$199,859.40; with federal funds not to exceed \$70,200.00, the amount to be reimbursed to subrecipient through other matching funds (DHS/TIF) provided through NJ Transit shall not exceed \$29,729.70, and local matching funds of \$99,929.70; and

WHEREAS, the County of Gloucester is providing a match through a combination of local funds; namely, TANF/Block Grant funds in the amount of \$52,000.00 from the Gloucester County Division of Social Services, \$9,600.00 in funds from the Gloucester County Department of Economic Development and \$38,329.70 from County in-kind funds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. The application to NJ Transit to receive additional Round 11 Job Access and Reverse Commute (JARC) grant funds, in the total amount of \$199,859.40 with federal funds not to exceed \$70,200.00, the amount to be reimbursed to subrecipient through other matching funds (DHS/TIF) provided through NJ Transit shall not exceed \$29,729.70, and local matching funds of \$99,929.70, being made available through the Federal Transit Administration (FTA) to use in the categories of administration, operating and capital as requested by the County of Gloucester is hereby approved; and
2. The term of the grant is being modified to extend through June 30, 2013; and
3. That the Freeholder Director and Clerk of the Board are hereby authorized to execute any and all documents necessary to effectuate the purposes set out herein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, December 7, 2011.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
James S. Simpson, Board Chairman
James Weinstein, Executive Director

EA
NJ TRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

August 21, 2011

Mr. Rick DeCosta, Director
Gloucester County Transportation
115 Budd Blvd.
West Deptford, NJ 08096

RECEIVED AUG 25 2011

RE: Gloucester County JARC Round 11 Amendment #1

Dear Mr. DeCosta:

This letter will serve as a modification to the FFY 2009 Round 11 Job Access: Reverse Commute (Section 5316) Operating Agreement between NJ TRANSIT and Gloucester County. This modification, to be agreed to by both parties, specially modifies the following terms as provided for herein:

1. Page 1, Section 1a, regarding *Period of Availability of Funds*, shall be modified to extend the 2009 JARC Round 11 contract through midnight June 30, 2013.
2. Page 2, Section 1b, regarding *Amount of Funds, Matching or Cost Sharing*, shall be modified as follows:

The amount of Federal funds (upon final FTA approval) to be reimbursed to the SUBRECIPIENT shall not exceed \$70,200.00. Federal funds allocated to the project are to be spent simultaneously with matching funds, so that the Federal share of all project expenditures does not exceed 50%.


In addition to the Federal funds, the amount to be reimbursed to the SUBRECIPIENT through other matching funds (DHS/TIF) provided through NJ TRANSIT shall not exceed \$29,729.70.00.

Therefore, the total amount to be reimbursed to the SUBRECIPIENT, in Federal and matching funds shall not exceed \$99,929.70 without a prior written agreement between NJ TRANSIT and SUBRECIPIENT.

The SUBRECIPIENT shall provide local matching funds of not less than \$99,929.70, as identified in the Revised Project Budget. (Exhibit F) .The SUBRECIPIENT shall identify the source(s) of these funds in all Monthly Expenditure Report and Reimbursement Requests (Exhibit F). Total budget is \$199,859.40. All funding is contingent on availability of funds.

All other conditions of the 2009 Round 11 Job Access: Reverse Commute (Section 5316) Operating Agreement dated July 19, 2010 will remain the same. If the Sub recipient agrees to the modification, please execute each letter enclosed (3 copies) by signing your name on each letter, date and return both copies to NJ TRANSIT. One original copy of this fully executed approved modification letter will be forwarded to you for your records along with revised reimbursement forms. If you have any questions, please call James Flynn, Community Transportation Administrator at (973) 491-7382.

Sincerely,



Steve Santoro
Assistant Executive Director

Subrecipient Concurrence:

X
Signature

Date

Robert M. Dammingier

Freeholder Director.

Name (Print)

Title

The aforementioned Agreement Modification has been reviewed and approved as to form only.

Paula T. Dow
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: _____
Kathleen Roseme
Deputy Attorney General

E3

**RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2012 GLOUCESTER
COUNTY COMPREHENSIVE ALCOHOLISM AND DRUG ABUSE PLAN (AN
UPDATE OF THE 2011 PLAN) TO THE NEW JERSEY DEPARTMENT OF HEALTH
AND SENIOR SERVICES/DIVISION OF MENTAL HEALTH
AND ADDICTION SERVICES**

WHEREAS, the 2012 Gloucester County Comprehensive Alcoholism Drug and Drug Abuse Plan (2011 Plan Update) supports the Gloucester County application for 2012 Addiction Service grant funds; and

WHEREAS, the 2012 County Comprehensive Alcoholism and Drug Abuse Plan to The New Jersey Department of Human Services/Division of Mental Health and Addiction Services (NJ DMHAS) was developed by the Gloucester County Local Advisory Commission on Alcoholism and Drug Abuse (LACADA) in accordance with the Needs Assessment and Guidelines of NJ DMHAS and which provides the framework for the allocation and utilization of funds from federal, state and county governments; and

WHEREAS, the 2012 County Comprehensive Alcoholism and Drug Abuse Plan (2011 Plan Update) supports the County's application for their 2012 Addiction Service grant funds, which funds shall be approved by the adoption of a future resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey that the Freeholder Director is hereby authorized to approve the submission of the 2011 Plan Update for 2012 services planning for the 2010-2012 County Comprehensive Alcoholism and Drug Abuse Plan to the NJDHS/ DMHAS.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, December 7, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E4

**RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT
WITH VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC., CENTER FOR
FAMILY SERVICES (CAMDEN-SERV), CENTER FOR FAMILY SERVICES (YOUTH
CENTER), CENTER FOR FAMILY SERVICES (MOTHER/CHILD), CENTER FOR
FAMILY SERVICES (WILLIAMSTOWN), SHRI JAI GIANESH T/A PRIMROSE, NAP
INC. T/A MAYFAIR, SHIV-PARVATI LLC T/A RAINBOW, IMPU INC., T/A ROYAL
INN, SALEM COUNTY WOMAN'S SERVICES, WILLIAMSTOWN PROP/PIKE INN,
RELAX MOTEL, MOTEL 6, BEACON HOME FOR WOMEN
AND NJ ASSOC ON CORRECTIONS**

WHEREAS, contracts for shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program through the Division of Social Services was previously awarded to twelve vendors on November 4, 2009, pursuant to PD-09-064; and

WHEREAS, the Gloucester County Division of Social Services has recommended a two (2) year extension to the existing contracts; and

1. Volunteers of America Delaware Valley, Inc., 235 White Horse Pike, Collingswood, New Jersey 08107, for a minimum contract amount of Zero and a maximum contract amount of \$1,250,000.00 annually; and
2. Center for Family Services, Inc., 584 Benson Street, Camden, New Jersey 08103; SERV for a minimum contract amount of Zero and a maximum contract amount of \$80,000.00 annually; and YOUTH CENTER for a minimum contract amount of Zero and a maximum contract amount of \$20,000.00 annually; Mother/Child for a minimum contract amount of Zero and a maximum contract amount of \$400,000.00 annually; Center for Family Services – Williamstown for a minimum contract amount of Zero and a maximum contract amount of \$40,000.00 annually.
3. Shri Jai Gianesh T/A Primrose, 301 Black Horse Pike RT 168 South, Turnersville, New Jersey 08012, for a minimum contract amount of Zero and a maximum contract amount of \$100,000.00 annually.
4. Nap Inc., T/A MayFair, 2941 Black Horse Pike, Route 42 South, Sicklerville, New Jersey 08081, for a minimum contract amount of Zero and a maximum contract amount of \$465,000.00 annually.
5. Shiv-Parvati, LLC T/A Rainbow, 1192 Crown Point Road, Westville, New Jersey 08093, for a minimum contract amount of Zero and a maximum contract amount of \$280,000.00 annually.
6. IMPU Inc. T/A Royal Inn, 133 S Delsea Drive, Glassboro New Jersey 08028, for a minimum contract amount of Zero and a maximum contract amount of \$250,000.00 annually.
7. Salem County Woman's Shelter, 181 Salem Hancocks Bridge Road, Salem, New Jersey 08079, for a minimum contract amount of Zero and a maximum contract amount of \$15,000.00 annually.
8. Williamstown Prop./Pike Inn, 1861 N black Horse Pike, Williamstown New Jersey 08094, for a minimum contract amount of Zero and a maximum contract amount of \$225,000.00 annually.
9. Relax Motel, 4331 Route 42, Turnersville New Jersey, 08012, for a minimum contract amount of Zero and a maximum contract amount of \$100,000.00 annually.
10. Star Man, T/A Motel 6, 299 Swedesboro Avenue, Gibbstown, New Jersey 08027, for a minimum contract amount of Zero and a maximum contract amount of \$100,000.00 annually.
11. Beacon Home for Woman, 555 Leigh Ave., Wenonah New Jersey 08090, for a minimum contract amount of Zero and a maximum contract amount of \$100,000.00 annually.
12. NJ Assoc on Correction, 986 South Broad Street, Trenton New Jersey 08611, for a minimum contract amount of Zero and a maximum contract amount of \$100,000.00 annually.

WHEREAS, the contracts shall be for estimated units of services. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budget; and

WHEREAS, all terms and provisions of the previously executed Contract, with the Exception of the extension of the term will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the contracts for the provisions of shelter and motel placement for public assistance and SSI recipients who are homeless and eligible for the Emergency Assistance Program through the Division of Social Services for an additional two (2) year period, for a period beginning January 1, 2012 and ending December 31, 2013, to Volunteers of America Delaware Valley, Inc., Center for Family Services, Inc.(Camden-SERV), (YOUTH CENTER), (Mother/Child Program) and (Williamstown), Shri Jai Gianesh T/A Primrose, Nap, Inc., T/A Mayfair, Shiv-Parvati, LLC T/A Rainbow, IMPU, Inc., T/A Royal Inn, Salem County Woman's Services, Williamstown Prop/Pike Inn, Relax Motel, Star Man T/A Motel 6, Beacon Home for Woman, and NJ Assoc on Correction and the County Purchasing Agent is directed to so inform the Vendors; and

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid; and

BE IT FURTHER RESOLVED, vendor shall be paid consistent with the payment protocols established by the Gloucester County Division of Social Services, which protocols shall be consistent with all applicable stated and federal regulations.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 7, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

E4

**ADDENDUM TO CONTRACT
BETWEEN
BEACON HOME FOR WOMAN
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between Beacon Home for Woman, with offices at 555 Leigh Avenue, Wenonah, New Jersey 08090; hereinafter referred to as **"Vendor"**, and the **County of Gloucester**, hereinafter referred to as **"County"**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$100,000.00 annually. This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

BEACON HOME FOR WOMAN

(Please Print Name)

**ADDENDUM TO CONTRACT
BETWEEN
CENTER FOR FAMILY SERVICES, INC.
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103; hereinafter referred to as **"Vendor"**, and the **County of Gloucester**, hereinafter referred to as **"County"**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$80,000.00 annually with Center for Family Services, Inc. (SERV). This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

CENTER FOR FAMILY SERVICES, INC.

(Please Print Name)

**ADDENDUM TO CONTRACT
BETWEEN
CENTER FOR FAMILY SERVICES, INC.
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103; hereinafter referred to as **"Vendor"**, and the **County of Gloucester**, hereinafter referred to as **"County"**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$400,000.00 annually with Center for Family Services, Inc. (Mother/Child). This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

CENTER FOR FAMILY SERVICES, INC.

(Please Print Name)

**ADDENDUM TO CONTRACT
BETWEEN
CENTER FOR FAMILY SERVICES, INC.
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103; hereinafter referred to as **"Vendor"**, and the **County of Gloucester**, hereinafter referred to as **"County"**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$40,000.00 annually with Center for Family Services, Inc. (Williamstown). This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

CENTER FOR FAMILY SERVICES, INC.

(Please Print Name)

**ADDENDUM TO CONTRACT
BETWEEN
CENTER FOR FAMILY SERVICES, INC.
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between Center for Family Services, Inc., with offices at 584 Benson Street, Camden, New Jersey 08103; hereinafter referred to as "**Vendor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$20,000.00 annually with Center for Family Services, Inc. (YOUTH CENTER). This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

CENTER FOR FAMILY SERVICES, INC.

(Please Print Name)

**ADDENDUM TO CONTRACT
BETWEEN
IMPU, INC. T/A ROYAL INN
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between IMPU, Inc. t/a Royal Inn, with offices at 133 South Delsea Drive, Glassboro, New Jersey 08028; hereinafter referred to as **"Vendor"**, and the **County of Gloucester**, hereinafter referred to as **"County"**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$250,000.00 annually with Impu, Inc. t/a Royal Inn. This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

IMPU, INC. T/A ROYAL INN

(Please Print Name)

**ADDENDUM TO CONTRACT
BETWEEN
NAP, INC. t/a MAYFAIR
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between Nap, Inc. t/a MayFair, with offices at 2941 Black Horse Pike, Route 42 South, Sicklerville, New Jersey 08081; hereinafter referred to as **"Vendor"**, and the **County of Gloucester**, hereinafter referred to as **"County"**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$465,000.00 annually with Nap, Inc. t/a MayFair. This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

NAP, INC. t/a MAYFAIR

(Please Print Name)

**ADDENDUM TO CONTRACT
BETWEEN
NJ ASSOCIATION ON CORRECTION
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between NJ Association on Correction, with offices at 986 South Broad Street, Trenton, New Jersey 08611; hereinafter referred to as **"Vendor"**, and the **County of Gloucester**, hereinafter referred to as **"County"**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$100,000.00 annually with NJ Association on Correction. This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

NJ ASSOCIATION ON CORRECTION

(Please Print Name)

**ADDENDUM TO CONTRACT
BETWEEN
RELAX MOTEL
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between Relax Motel, with offices at 4331 Route 42, Turnersville, New Jersey 08012; hereinafter referred to as **"Vendor"**, and the **County of Gloucester**, hereinafter referred to as **"County"**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$100,000.00 annually with Relax Motel. This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

RELAX MOTEL

(Please Print Name)

**ADDENDUM TO CONTRACT
BETWEEN
SALEM COUNTY WOMAN'S SERVICES
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between Salem County Woman's Services, with offices at 181 Salem Hancocks Bridge Road, Salem, New Jersey 08079; hereinafter referred to as "**Vendor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$15,000.00 annually with Salem County Woman's Services. This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

SALEM COUNTY WOMAN'S SERVICES

(Please Print Name)

**ADDENDUM TO CONTRACT
BETWEEN
SHIV-PARVATI, LLC T/A RAINBOW
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between Shiv-Parvati, LLC t/a Rainbow, with offices at 1192 Crown Point Road, Westville, New Jersey 08093; hereinafter referred to as **"Vendor"**, and the **County of Gloucester**, hereinafter referred to as **"County"**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$280,000.00 annually with Shiv-Parvati, LLC t/a Rainbow. This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

SHIV-PARVATI, LLC T/A RAINBOW

(Please Print Name)

**ADDENDUM TO CONTRACT
BETWEEN
SHRI JAI GIANESH T/A PRIMROSE
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between Shri Jai Gianesh t/a Primrose, with offices at 301 Black Horse Pike, Route 168 South, Turnersville, New Jersey 08012; hereinafter referred to as **“Vendor”**, and the **County of Gloucester**, hereinafter referred to as **“County”**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$100,000.00 annually with Shri Jai Gianesh t/a Primrose. This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

SHRI JAI GIANESH T/A PRIMROSE

(Please Print Name)

**ADDENDUM TO CONTRACT
BETWEEN
STAR MAN t/a MOTEL 6
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between Star Man t/a Motel 6, with offices at 299 Swedesboro Avenue, Gibbstown, New Jersey 08027; hereinafter referred to as **"Vendor"**, and the **County of Gloucester**, hereinafter referred to as **"County"**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$100,000.00 annually with Star Man t/a Motel 6. This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

STAR MAN t/a MOTEL 6

(Please Print Name)

**ADDENDUM TO CONTRACT
BETWEEN
VOLUNTEERS OF AMERICA DELAWARE VALLEY, INC.
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between Volunteers of America Delaware Valley, Inc., with offices at 235 White Horse Pike, Collingswood, New Jersey 08107; hereinafter referred to as "**Vendor**", and the **County of Gloucester**, hereinafter referred to as "**County**".

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$1,250,000.00 annually with Volunteers of America Delaware Valley, Inc. This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

**VOLUNTEERS OF AMERICA
DELAWARE VALLEY, INC.**

(Please Print Name)

**ADDENDUM TO CONTRACT
BETWEEN
WILLIAMSTOWN PROP./PIKE INN
AND THE
COUNTY OF GLOUCESTER**

THIS is an addendum to a contract previously awarded on November 9, 2009, pursuant to PD-09-064, by and between Williamstown Prop./Pike Inn, with offices at 1861 North Black Horse Pike, Williamstown, New Jersey 08094; hereinafter referred to as **"Vendor"**, and the **County of Gloucester**, hereinafter referred to as **"County"**.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract is amended due to specifications of the Contract providing for an extension at the option of the County for one additional two year period, the term is extended through December 31, 2013.

The contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$225,000.00 annually with Williamstown Prop./Pike Inn. This contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond the first three (3) months of 2012 and 2013 is conditioned upon the approval of the 2012 and 2013 Gloucester County Budgets.

All other terms and provisions of the contract that are consistent with this Addendum shall remain in full force and effect.

THIS ADDENDUM is effective as of the 7th day of December, 2011.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT DAMMINGER, DIRECTOR

ATTEST:

WILLIAMSTOWN PROP./PIKE INN

(Please Print Name)

A

**RESOLUTION AUTHORIZING STATE CONTRACT A70801 WITH THE
INSTITUTE OF POLICE TECHNOLOGY AND MANAGEMENT, UNIVERSITY
OF NORTH FLORIDA, FROM DECEMBER 1, 2011 TO SEPTEMBER
30, 2012 FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A
MAXIMUM CONTRACT AMOUNT OF \$39,500.00**

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of goods and services, through the State Contract, without the need for public bidding; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester deems it necessary to provide courses for members of law enforcement in order to benefit citizens of Gloucester County, by providing more thorough investigative skills to County law enforcement personnel; and

WHEREAS, it has been determined that the Gloucester County Prosecutor's Office can purchase services, via State Contract No. A70801, from the Institute of Police Technology and Management, University of North Florida, 12000 Alumni Drive, Jacksonville, FL 32224, relative to Traffic Crash Reconstruction, Traffic Crash Reconstruction Update and Event Data Recorder Use in Traffic Crash Reconstruction courses to be held at the Gloucester County Police Academy, said courses to be attended by law enforcement personnel; and

WHEREAS, these instructor fee services will be paid for through the State of New Jersey funded comprehensive Highway Safety Taskforce Grant Number CP-12-08-01-07

WHEREAS, the contract shall be for estimated units of service, with a minimum amount of zero and a maximum amount of \$39,500.00, for the period December 1, 2011 through September 30, 2012. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchases; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that State contract A70801 is hereby authorized for professional services from the Institute of Police Technology, University of North Florida, for the period December 1, 2011 through September 30, 2012 for the hereinabove purposes, at a minimum contract amount of zero and a maximum amount of \$39,500.00.

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the Comprehensive Traffic Safety Taskforce Grant out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held December 7, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

RESOLUTION AUTHORIZING AWARD OF A SPLIT RFP FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE AWARD FOR A MINIMUM CONTRACT AMOUNT OF ZERO AND A MAXIMUM CONTRACT AMOUNT OF \$125,000 FOR EACH CONTRACT AS PER RFP 11-048 TO FRALINGER ENGINEERING, P.A., TAYLOR, WISEMAN, TAYLOR, BACH ASSOCIATES AND FEDERICI AND AKIN, P.A., FOR THE PROVISION OF ENGINEERING AND SURVEYING SERVICES FOR LAND AND/OR DEVELOPMENT RIGHT ACQUISITIONS

WHEREAS, there is a need by the County of Gloucester (hereinafter the "County") for the provision of engineering and surveying services for land and/or development right acquisitions by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, the County requested proposals from interested providers, and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based upon the established criteria, concluded that Fralinger Engineering, P.A. (hereinafter "Fralinger") with offices at 629 Shiloh Pike, Bridgeton, NJ 08032, made one of the most advantageous proposals; and

WHEREAS, the evaluation, based upon the established criteria, concluded that Taylor, Wiseman, Taylor (hereinafter "Taylor") with offices at 124 Gaither Drive, Suite 150, Mt. Laurel, NJ 08054, made one of the most advantageous proposals; and

WHEREAS, the evaluation, based upon the established criteria, concluded that Bach Associates (hereinafter "Bach") with offices at 304 White Horse Pike, Haddon Heights, NJ 08035, made one of the most advantageous proposals; and

WHEREAS, the evaluation, based upon the established criteria, concluded that Federici and Akin, P.A. (hereinafter "Federici") with offices at 307 Greentree Road, Sewell, NJ 08080, made one of the most advantageous proposals; and

WHEREAS, each contract awarded shall be for estimated services, with a minimum contract amount of zero and a maximum contract amount of \$125,000.00; and

WHEREAS, notwithstanding the status of this contract as open-ended, the County Purchasing Agent has certified the availability of funds for Fralinger pursuant to CAF#11-09926, which amount shall be charged against budget line item #T-03-08-509-372-20548; and

WHEREAS, notwithstanding the status of this contract as open-ended, the County Purchasing Agent has certified the availability of funds for Taylor pursuant to CAF#11-09923, which amount shall be charged against budget line item #T-03-08-509-372-20548; and

WHEREAS, notwithstanding the status of this contract as open-ended, the County Purchasing Agent has certified the availability of funds for Bach pursuant to CAF# 11-09928, which amount shall be charged against budget line item #T-03-08-509-372-20548; and

WHEREAS, notwithstanding the status of this contract as open-ended, the County Purchasing Agent has certified the availability of funds for Federici pursuant to CAF# 11-09927, which amount shall be charged against budget line item #T-03-08-509-372-20548; and

WHEREAS, these contracts have been awarded pursuant to the County's Fair and Open Procurement Process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, these contracts may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contracts are the provision of professional services for which bids could not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. That a contract for engineering and surveying services for land and/or development right acquisitions by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders, be awarded to Fralinger, Taylor, Bach and Federici for a period of one (1) year from the date of the award, and for a minimum contract amount of zero, and a maximum contract amount of \$125,000.00; and,
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute the contracts for the aforementioned purpose on behalf of the County of Gloucester.

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of each contract, if applicable, and that this Resolution and each contract are on file and available for public inspection in the office of the Freeholder Board Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, December 7, 2011, Woodbury, New Jersey.



THE COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

61

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND FRALINGER ENGINEERING, P.A.**

This Contract is made this 7th day of December, 2011, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **FRALINGER ENGINEERING, P.A.** with offices at 629 Shiloh Pike, Bridgeton, NJ 08032, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **engineering and surveying** services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services beginning **December 7, 2011**, and ending on **December 6, 2012**, upon being advised in writing to proceed by the County's applicable department or division director, or by the County's Administrator or Deputy Administrator.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated August 2, 2011 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal 11-048 (hereinafter the "RFP"). The Proposal and RFP are incorporated into, and made part of this Contract by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$125,000.00**.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the RFP and Proposal, which are both incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in the RFP.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. The Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular blood trait. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment with regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment with regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contactor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Officer pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Officer for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specific herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000) in twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to

such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the events that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the RFP, if any, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance, as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. PARTIAL INVALIDITY. In the event that any provisions of this Contract shall be, or become, invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provisions of this Contract.

14. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee or agent of the County.

17. BINDING EFFECT. This Contract shall be binding on the undersigned, and their successors and assigns.

18. CONTRACT PARTS. This Contract consists of this Contract document, the RFP and the Proposal. Should there occur a conflict between this form of Contract and the RFP, this Contract shall prevail. Should there occur a conflict between this Contract or the RFP, and the Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 7th day of **December**, 2011.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose; and Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DiLELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FRALINGER ENGINEERING, P.A.

BY: _____

(Print Name)

(Print Title)

61

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND TAYLOR, WISEMAN, TAYLOR**

This Contract is made this 7th day of December, 2011, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **TAYLOR, WISEMAN, TAYLOR** with offices at 124 Gaither Drive, Suite 150, Mt. Laurel, NJ 08054, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **engineering and surveying** services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services beginning **December 7, 2011**, and ending on **December 6, 2012**, upon being advised in writing to proceed by the County's applicable department or division director, or by the County's Administrator or Deputy Administrator.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated August 2, 2011 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal 11-048 (hereinafter the "RFP"). The Proposal and RFP are incorporated into, and made part of this Contract by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$125,000.00**.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the RFP and Proposal, which are both incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in the RFP.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. The Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular blood trait. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment with regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment with regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Officer pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Officer for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specific herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000) in twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to

such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the events that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the RFP, if any, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance, as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement

13. PARTIAL INVALIDITY. In the event that any provisions of this Contract shall be, or become, invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provisions of this Contract.

14. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee or agent of the County.

17. BINDING EFFECT. This Contract shall be binding on the undersigned, and their successors and assigns.

18. CONTRACT PARTS. This Contract consists of this Contract document, the RFP and the Proposal. Should there occur a conflict between this form of Contract and the RFP, this Contract shall prevail. Should there occur a conflict between this Contract or the RFP, and the Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 7th day of **December**, 2011.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose; and Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DiLELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TAYLOR, WISEMAN, TAYLOR

BY: _____

(Print Name)

(Print Title)

61

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND BACH ASSOCIATES**

This Contract is made this 7th day of December, 2011, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **BACH ASSOCIATES** with offices at 304 White Horse Pike, Haddon Heights, NJ 08035, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **engineering and surveying** services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services beginning **December 7, 2011**, and ending on **December 6, 2012**, upon being advised in writing to proceed by the County's applicable department or division director, or by the County's Administrator or Deputy Administrator.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated August 2, 2011 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal 11-048 (hereinafter the "RFP"). The Proposal and RFP are incorporated into, and made part of this Contract by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$125,000.00**.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the RFP and Proposal, which are both incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in the RFP.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. The Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular blood trait. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment with regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment with regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Officer pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Officer for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specific herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000) in twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to

such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the events that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the RFP, if any, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance, as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement

13. PARTIAL INVALIDITY. In the event that any provisions of this Contract shall be, or become, invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provisions of this Contract.

14. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee or agent of the County.

17. BINDING EFFECT. This Contract shall be binding on the undersigned, and their successors and assigns.

18. CONTRACT PARTS. This Contract consists of this Contract document, the RFP and the Proposal. Should there occur a conflict between this form of Contract and the RFP, this Contract shall prevail. Should there occur a conflict between this Contract or the RFP, and the Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 7th day of **December**, 2011.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose; and Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DiLELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BACH ASSOCIATES

BY: _____

(Print Name)

(Print Title)

61

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND FEDERICI AND AKIN, P.A.**

This Contract is made this 7th day of December, 2011, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **FEDERICI AND AKIN, P.A.** with offices at 307 Greentree Road, Sewell, NJ 08080, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need by the County for the provision of **engineering and surveying** services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. COMMENCEMENT OF SERVICES. Contractor shall commence services beginning **December 7, 2011**, and ending on **December 6, 2012**, upon being advised in writing to proceed by the County's applicable department or division director, or by the County's Administrator or Deputy Administrator.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated July 29, 2011 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal 11-048 (hereinafter the "RFP"). The Proposal and RFP are incorporated into, and made part of this Contract by reference. Contractor shall be paid a minimum amount of **\$0.00**, and a maximum amount not to exceed **\$125,000.00**.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be as set forth in the RFP and Proposal, which are both incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in the RFP.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the parties agree as follows, where applicable:

A. The Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular blood trait. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment with regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment with regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, martial status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contactor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Officer pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical heredity cellular or blood trait and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Officer for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specific herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000) in twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to

such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the events that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the RFP, if any, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance, as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement

13. PARTIAL INVALIDITY. In the event that any provisions of this Contract shall be, or become, invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provisions of this Contract.

14. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. COMPLIANCE WITH APPLICABLE LAW. Contractor shall at all times during the course of the effective period of this Contract comply with, and be subject to, all applicable laws, rules and regulations of the State of New Jersey, and of the United States, and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

16. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee or agent of the County.

17. BINDING EFFECT. This Contract shall be binding on the undersigned, and their successors and assigns.

18. CONTRACT PARTS. This Contract consists of this Contract document, the RFP and the Proposal. Should there occur a conflict between this form of Contract and the RFP, this Contract shall prevail. Should there occur a conflict between this Contract or the RFP, and the Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 7th day of **December**, 2011.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose; and Contractor has caused this instrument to be signed by its properly authorized representative, and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

FEDERICI AND AKIN, P.A.

BY: _____

(Print Name)

(Print Title)

61

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-011-048 – Engineering / Survey - Bach

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	SCORE
A. Proposal contains all required checklist information _____ 5 _____ points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> _____ 25 _____ points Recent experience with staff on preservation projects	24
C. <u>Relevance and Extent of Similar Engagements performed</u> _____ 25 _____ points Recent Farmland/Open Space experience with County	25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> _____ 25 _____ points Plan relevant. South Jersey company/office listed	23
E. Reasonableness of Cost Proposal _____ 20 _____ points Lowest respondents (1 - 5)	20
TOTALS	97

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-011-048 – Engineering / Survey - Federici & Akin

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		SCORE
A. Proposal contains all required checklist information _____ 5 _____ points All required documentation submitted.		5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> _____ 25 _____ points Recent experience with staff on preservation projects		24
C. <u>Relevance and Extent of Similar Engagements performed</u> _____ 25 _____ points Recent Farmland and Open Space experience with County		25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> _____ 25 _____ points Plan relevant. Gloucester County company/office listed		24
E. Reasonableness of Cost Proposal _____ 20 _____ points Middle respondents (6 - 10)		19
TOTALS		97

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-011-048 – Engineering / Survey - Fralinger

EVALUATION FACTORS		SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		
A. Proposal contains all required checklist information _____ 5 _____ points All required documentation submitted.		5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> _____ 25 _____ points Past experience with staff on preservation projects		23
C. <u>Relevance and Extent of Similar Engagements performed</u> _____ 25 _____ points Past Farmland / Open Space experience with County.		24
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> _____ 25 _____ points Plan relevant. South Jersey company/office listed		23
E. Reasonableness of Cost Proposal _____ 20 _____ points Lowest respondents (1 - 5). <i>It should be noted that similar past projects indicate that the services requested may be unobtainable at the price quote provided.</i>		20
TOTALS		95

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-011-048 – Engineering / Survey - TWT

EVALUATION FACTORS Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.		SCORE
A. Proposal contains all required checklist information <u> 5 </u> points All required documentation submitted.		5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> <u> 25 </u> points Recent experience with staff on preservation projects		24
C. <u>Relevance and Extent of Similar Engagements performed</u> <u> 25 </u> points Recent Farmland/Open Space experience with County		25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u> 25 </u> points Plan relevant. South Jersey company/office listed		23
E. Reasonableness of Cost Proposal <u> 20 </u> points Middle respondents (6 - 10)		19
TOTALS		96